BILL NO. S-76-04- 58

SPECIAL ORDINANCE NO. S- 100-76

AN ORDINANCE approving a contract with BITUCOTE PRODUCTS COMPANY, BITUMINOUS MATERIALS and PIERCETON EQUIPMENT CO. for the Street Department.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That the contract dated April 6, 1976, between the City of Fort Wayne, by and through its Mayor and the Board of Public Works, and Bitucote Products Company for:

Blanket order for 200,000 gallons, more or less, CRS-2 Chip & Seal Asphalt Emulsion (Cationic) - $69,500.00

all as more particularly set forth in Purchase Order No. 3-33184, which is on file in the Office of the Department of Purchasing and is by reference incorporated herein, made a part hereof and is hereby in all things ratified, confirmed and approved.

SECTION 2. That the contract dated April 6, 1976, between the City of Fort Wayne, by and through its Mayor and the Board of Public Works, and Bitucote Products Company for:

Blanket order for 100,000 gallons, more or less, CSS-1 Asphalt Emulsion (Cationic) - $34,750.00

all as more particularly set forth in Purchase Order No. 3-33185, which is on file in the Office of the Department of Purchasing and is by reference incorporated herein, made a part hereof and is hereby in all things ratified, confirmed and approved.

APPROVED AS TO FORM AND LEGALITY,

CITY ATTORNEY

SECTION 3. That the contract dated April 6, 1976, between the City of Fort Wayne, by and through its Mayor and the Board of Public Works, and Bituminous Materials Company for:

Blanket order for AE-150 Asphalt Emulsion - $72,700.00

all as more particularly set forth in Purchase Order No. 3-33186, which is on file in the Office of the Department of Purchasing and is by reference incorporated herein, made a part hereof and is hereby in all things ratified, confirmed and approved.

SECTION 4. That the contract dated April 6, 1976, between the City of Fort Wayne, by and through its Mayor and the Board of Public Works, and Pierceton Equipment Company for:

Blanket order for AP-3 85-100 Asphalt Cement - $29,912.00

all as more particularly set forth in Purchase Order No. 3-33187, which is on file in the Office of the Department of Purchasing and is by reference incorporated herein, made a part hereof and is hereby in all things ratified, confirmed and approved.

SECTION 5. This Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

D Schmidt
Councilman

Read the first time in full and on motion by D. Schmidt, seconded by Burns, and duly adopted, read the second time by title and referred to the Committee on Public Works (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on ~~the~~ ~~day of~~ ~~, 197~~, at ~~o'clock P.M., E.S.T.~~

Date: 4-27-76 Charles W. Westerman
CITY CLERK

Read the third time in full and on motion by Moses, seconded by Hunga, and duly adopted, placed on its passage. Passed (~~LOST~~) by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT	TO-WIT
TOTAL VOTES	9	0			
BURNS	✓				
HINGA	✓				
HUNTER	✓				
MOSES	✓				
NUCKOLS	✓				
SCHMIDT, D.	✓				
SCHMIDT, V.	✓				
STIER	✓				
TALARICO	✓				

DATE: 5-11-76 Charles W. Westerman
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (~~Zoning Map~~) (~~General~~) (~~Annexation~~) (Special) (~~Appropriation~~) Ordinance (~~Resolution~~) No. S-100-76 on the 11th day of May, 1976.

ATTEST: (SEAL)

Charles W. Westerman
CITY CLERK

James S. Stier
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 12th day of May, 1976, at the hour of 11:00 o'clock A.M., E.S.T.

Charles W. Westerman
CITY CLERK

Approved and signed by me this 13th day of May, 1976, at the hour of 6:00 o'clock P.M., E.S.T.

Robert E. Armstrong
MAYOR

Bill No. S-76-04-58

REPORT OF THE COMMITTEE ON PUBLIC WORKS

We, your Committee on Public Works to whom was referred an Ordinance approving a contract with BITCOTE PRODUCTS COMPANY, BITUMINOUS MATERIALS and PIERCETON EQUIPMENT CO., for the Street Department

have had said Ordinance under consideration and beg leave to report back to the Common Council that said Ordinance DO PASS.

Winfield C. Moses, Jr. - Chairman

Donald J. Schmidt - Vice-Chairman

Vivian G. Schmidt

Paul M. Burns

William T. Hinga

CONCURRED IN

DATE 5/11/76 CHARLES W. WESTERMAN, CITY CLERK

Memorandum

To Edna Smith, Board of Public Works Date April 9, 1976

From A. C. Lord, Director of Purchases

Subject Bid Ref. No. 707 - Chip & Seal Asphalt & Emulsion

COPIES TO:

Attached are copies of the successful bidders:

Bitucote Products	- P.O. B3-33184, 200,000 gals. (More or Less) CRS-2 Chip & Seal Asphalt Emulsion (Cationic) .3475/gal.
Bitucote Products	- P.O. B3-33185, 100,000 gals. (More or Less) CSS-1 Asphalt Emulsion (Cationic) .3475/gal.
Fituminous Materials	- P.O. B3-33186, 200,000 gals. (More or Less) AE-150 Chip & Seal Asphalt Emulsion .3635/gal.
Pierceton Equipment Co.	- P.O. B3-33187, 400 tons (More or Less) AP-3 85-100 Asphalt Cement 78.78/ton.

In addition, copies of the two unsuccessful bidders' original documents are attached for inspection as requested by members of Council:

Tabulation Sheet
Attached

Emulsified Asphalts
Clark Oil Company

C-113-2
4/13/76.

Tabulation of Bid: Bid Reference No.: 707 Closing Date April 5, 1976	200,000 Gallons (More or Less) of AE-150 Chip & Seal Asphalt Emulsion	400 Tons (More or Less) of AP3 - 85-100 Asphalt Cement	200,000 Gallons (More or Less) of CRS-2 Chip & Seal Asphalt Emulsion (Cationic)	100,000 Gallons (More or Less) of CSS-1 Asphalt Emulsion (Cationi
1/A attached Emulsified Asphalts, Inc. 4900 South Mason Avenue Chicago, Illinois 60638 Ltd. OK Bid Bond - Not complete	.3775/gal.	N/B	.3775/gal	.3775/gal
2 attached Bitucote Products Company P. O. Box 133 Lockland, Ohio apd. OK Bid Bond OK	N/B	N/B	.3475/gal.	.3475/gal
3 attached apd. OK Bituminous Materials ~~215 Swihart Street~~ 3720 E. Austin Blvd ~~Columbia City~~, Indiana 46550 Nasaw Bid Bond OK	.3635/gal.	80.90/ton	.4035/gal (Chip Spec.) alternate: Indy Spec. RS-2 .3535/ton	.4235/gal
4 on file Pierceton Equipment Company, Inc. P. O. Box 233 Laketon, Indiana 46943 Ltd. OK Bid Bond OK	N/B	74.78/ton from Excelsior	N/B	N/B
5 attached Clark Oil Company 300 South West End Avenue Dayton, Ohio 45427 Apd. OK Bid Bond OK	N/B	N/B	.395/gal	.395/gal.

FORM DP-3
APPROVED BY THE STATE BOARD OF ACCOUNTS FOR THE CITY OF FORT WAYNE 1965.

CITY OF FORT WAYNE

DEPARTMENT OF PURCHASES
NUMBER ONE EAST MAIN STREET
ROOM 470
FORT WAYNE, INDIANA 46802

MAIL ALL CORRESPONDENCE, CLAIM VOUCHERS ETC. TO:

Street Department
231 S. Clinton St.
Fort Wayne, IN 46802

PURCHASE ORDER NUMBER 1/15

B3-33184

DATE April 6, 1976
REF. NO.
REQ. NO. 4330

THE ABOVE INFORMATION MUST APPEAR ON ALL INVOICES, BILLS OF LADING, DELIVERY TICKETS, PACKAGES AND CORRESPONDENCE.
INVOICE IN DUPLICATE.

THIS PURCHASE ORDER ISSUED BY:

DEPT. DP

DATE WANTED

APPROPRIATION AND FUND NUMBER 28-880-424

Bitucote Products 288
P.O. Box 133
Lockland, Ohio

DELIVER TO:-
DEPARTMENT OR DIVISION Tank Complex
1700 S. Lafayette St.
Fort WAYNE, IN

ADDRESS

CASH DISCOUNT TERMS % IF PAID WITHIN DAYS FROM DELIVERY AND ACCEPTANCE OF GOODS OR PERFORMANCE OF SERVICES. (DEDUCTION FOR DISCOUNT SHOWN BELOW)

QUANTITY ORDERED	UNIT	MATERIALS, SUPPLIES OR SERVICES	UNIT PRICE	AMOUNT
		TAX EXEMPT (UNLESS OTHERWISE INDICATED)		
		BLANKET ORDER FOR ONE YEAR		
Est. 200,000	Qty. Gal.	(More or Less) CRS-2 Chip & Seal Asphalt = Emulsion (Cationic)	.3475/ gal.	
		FIRM PRICE (Reference		69,500.00)
		Per Bid Ref. NO. 707		
		Net 30 days F.C.F. Delivered		
		Ship as released on departmental Purchase Orders by the using department.		

COMPLIANCE WITH THE DELIVERY DATE REQUESTED WILL AVOID "FOLLOW UP" CORRESPONDENCE.

NOTE
↓
READ
INSTRUCTIONS ON THE BACK OF THIS
ORDER
THE CONTRACTOR OR VENDOR, BY ACCEPTING THIS ORDER, AGREES TO THE GENERAL CONDITIONS AND TERMS OF AGREEMENT ON THE BACK OF THIS ORDER.

UNLESS OTHERWISE INDICATED THE PRICES SHOWN INCLUDE ALL CHARGES FOR DELIVERY, PACKING, ETC., NECESSARY TO COMPLETE DELIVERY TO DESTINATION SPECIFIED.

UNLESS OTHERWISE INDICATED THE PRICES SHOWN DO NOT INCLUDE TAXES OF ANY KIND.

EXEMPTION BLANKS WILL BE FURNISHED WHEN NECESSARY.

IND. SALES TAX EXEMP. CERTIF. NO. 34508

IF THIS ORDER DOES NOT AGREE WITH YOUR QUOTATION KINDLY RETURN IT WITH AN EXPLANATION.

H.P.W. Henry P. Wehrenberg

SUBJECT TO CORPORATE APPROVAL

APPROVED Board of Public Works Edward N. Dattilo

May 9 1976

XXXXXXXXXXXXXXXXXXXXXXXX

JEK/emm

I HEREBY CERTIFY THAT THE COST OF THE ABOVE PURCHASE IS FULLY COVERED BY UNENCUMBERED BALANCES IN THE ABOVE FUNDS AND THAT THE EXPENDITURE THEREFOR HAS BEEN DULY AUTHORIZED AND APPROPRIATED.
W.S. Schnitzer
~~Edward G. Kammler~~ - City Controller

Per

I HEREBY CERTIFY UPON MY OWN PERSONAL KNOWLEDGE THAT THIS ORDER IS AUTHORIZED BY A PROPERLY EXECUTED AND APPROVED REQUISITION ON FILE IN THIS OFFICE.
A.C. Lord
~~Alex T. Demetron~~ - Director of Purchases

Per

ORIGINAL (1)

FORM DP-3
APPROVED BY THE STATE BOARD OF ACCOUNTS FOR THE CITY OF FORT WAYNE 1965.

CITY OF FORT WAYNE

DEPARTMENT OF PURCHASES
NUMBER ONE EAST MAIN STREET
ROOM 470
FORT WAYNE, INDIANA 46802

MAIL ALL CORRESPONDENCE, CLAIM VOUCHERS ETC. TO:

Street Department
231 S. Clinton St.
Fort Wayne, IN 46802

Bitucote Products Company 288
P.O. Box 133
Lockland, Ohio

DELIVER TO:-
DEPARTMENT OR DIVISION Tank Complex
1700 S. Lafayette St.
Fort Wayne, IN

ADDRESS

CASH DISCOUNT TERMS % IF PAID WITHIN DAYS FROM DELIVERY AND ACCEPTANCE OF GOODS OR PERFORMANCE OF SERVICES. (DEDUCTION FOR DISCOUNT SHOWN BELOW)

PURCHASE ORDER NUMBER
B3-33185

DATE April 6, 1976
REF. NO.
REQ. NO. 4333

THE ABOVE INFORMATION MUST APPEAR ON ALL INVOICES, BILLS OF LADING, DELIVERY TICKETS, PACKAGES AND CORRESPONDENCE.
INVOICE IN DUPLICATE.

THIS PURCHASE ORDER ISSUED BY:
DEPT. DP

DATE WANTED

APPROPRIATION AND FUND NUMBER 28-880-424

QUANTITY ORDERED	UNIT	MATERIALS, SUPPLIES OR SERVICES	UNIT PRICE	AMOUNT
		TAX EXEMPT (UNLESS OTHERWISE INDICATED)		
		BLANKET ORDER FOR ONE YEAR		
Est. 100,000	Qty. Gal.	(More or Less) CSS-1 Asphalt Emulsion (Cationic)	.3475/ gal.	
		FIRM PRICE	(Reference	34,750.00)
		Per Bid Ref. No. 707		
		Net 30 Days F.O.B. Delivered		
		Ship as released on departmental Purchase Orders by the using department.		

COMPLIANCE WITH THE DELIVERY DATE REQUESTED WILL AVOID "FOLLOW UP" CORRESPONDENCE.

NOTE
READ
INSTRUCTIONS ON THE BACK OF THIS ORDER

THE CONTRACTOR OR VENDOR, BY ACCEPTING THIS ORDER, AGREES TO THE GENERAL CONDITIONS AND TERMS OF AGREEMENT ON THE BACK OF THIS ORDER.

UNLESS OTHERWISE INDICATED THE PRICES SHOWN INCLUDE ALL CHARGES FOR DELIVERY, PACKING, ETC., NECESSARY TO COMPLETE DELIVERY TO DESTINATION SPECIFIED.

UNLESS OTHERWISE INDICATED THE PRICES SHOWN DO NOT INCLUDE TAXES OF ANY KIND.

EXEMPTION BLANKS WILL BE FURNISHED WHEN NECESSARY.

IND. SALES TAX EXEMP. CERTIF. NO. 34508

IF THIS ORDER DOES NOT AGREE WITH YOUR QUOTATION KINDLY RETURN IT WITH AN EXPLANATION.

SUBJECT TO COUNCILMANIC APPROVAL

APPROVED Board of Public Works

JEK/emm

I HEREBY CERTIFY THAT THE COST OF THE ABOVE PURCHASE IS FULLY COVERED BY UNENCUMBERED BALANCES IN THE ABOVE FUNDS AND THAT THE EXPENDITURE THEREFOR HAS BEEN DULY AUTHORIZED AND APPROPRIATED.
W.O. Schnitzer
Edward G. Kammker — City Controller

Per

I HEREBY CERTIFY UPON MY OWN PERSONAL KNOWLEDGE THAT THIS ORDER IS AUTHORIZED BY A PROPERLY EXECUTED AND APPROVED REQUISITION ON FILE IN THIS OFFICE. A.C. Lord
Alex K. Demetroff — Director of Purchases

Per

ORIGINAL (1)

FORM DP-3
APPROVED BY THE STATE BOARD OF ACCOUNTS FOR THE CITY OF FORT WAYNE 1965.

CITY OF FORT WAYNE

DEPARTMENT OF PURCHASES
NUMBER ONE EAST MAIN STREET
ROOM 470
FORT WAYNE, INDIANA 46802

MAIL ALL CORRESPONOENCE, CLAIM VOUCHERS ETC. TO:

Street Department
231 S. Clinton Street
Fort Wayne, IN 46802

PURCHASE ORDER NUMBER
P3-33186

DATE April 6, 1976
REF. NO.
REQ. NO. 4331

THE ABOVE INFORMATION MUST APPEAR ON ALL INVOICES, BILLS OF LADING, DELIVERY TICKETS, PACKAGES AND CORRESPONDENCE.
INVOICE IN DUPLICATE.

THIS PURCHASE ORDER ISSUED BY:
DEPT. DP

DATE WANTED

APPROPRIATION AND FUND NUMBER 28-880-424

Bituminous Materials 428
215 Swihart Street
Columbia City IN

DELIVER TO:-
DEPARTMENT OR DIVISION Tank Complex
1700 S. Lafayette Street
Fort Wayne, IN

ADDRESS
CASH DISCOUNT TERMS % IF PAID WITHIN DAYS FROM DELIVERY AND ACCEPTANCE OF GOODS OR PERFORMANCE OF SERVICES. (DEDUCTION FOR DISCOUNT SHOWN BELOW)

QUANTITY ORDERED	UNIT	MATERIALS, SUPPLIES OR SERVICES	UNIT PRICE	AMOUNT
		TAX EXEMPT (UNLESS OTHERWISE INDICATED)		
		BLANKET ORDER FOR ONE YEAR		
Est.	Qty.			
200,000	Gal.	(More or Less) AE-150 Chip & Seal Asphalt Emulsion	.3635/ gal	
		FIRM PRICE (Reference		72,700.00
		Per Bid Ref. No. 707		
		Net 30 days F.O.B. Delivered		
		Ship as released on departmental Purchase Orders by the using department		
		Contractor phone with first release on department P.O.		
		SUBJECT TO COUNCILMANIC APPROVAL		
		XXXXXXXXXXXXXXXXXXXXX		
		JEK/emm		

COMPLIANCE WITH THE DELIVERY DATE REQUESTED WILL AVOID "FOLLOW UP" CORRESPONDENCE.

NOTE
↓
READ
INSTRUCTIONS ON THE BACK OF THIS
ORDER

THE CONTRACTOR OR VENDOR, BY ACCEPTING THIS ORDER, AGREES TO THE GENERAL CONDITIONS AND TERMS OF AGREEMENT ON THE BACK OF THIS ORDER.

UNLESS OTHERWISE INDICATED THE PRICES SHOWN INCLUDE ALL CHARGES FOR DELIVERY, PACKING, ETC., NECESSARY TO COMPLETE DELIVERY TO DESTINATION SPECIFIED.

UNLESS OTHERWISE INDICATED THE PRICES SHOWN DO NOT INCLUDE TAXES OF ANY KIND.

EXEMPTION BLANKS WILL BE FURNISHED WHEN NECESSARY.

IND. SALES TAX EXEMP. CERTIF. NO. 34538

IF THIS ORDER DOES NOT AGREE WITH YOUR QUOTATION KINDLY RETURN IT WITH AN EXPLANATION.

I HEREBY CERTIFY THAT THE COST OF THE ABOVE PURCHASE IS FULLY COVERED BY UNENCUMBERED BALANCES IN THE ABOVE FUNDS AND THAT THE EXPENDITURE THEREFOR HAS BEEN DULY AUTHORIZED AND APPROPRIATED.
W.G. Schnizer
X Edward G. Kaminski — City Controller

Per

I HEREBY CERTIFY UPON MY OWN PERSONAL KNOWLEDGE THAT THIS ORDER IS AUTHORIZED BY A PROPERLY EXECUTED AND APPROVED REQUISITION ON FILE IN THIS OFFICE.
A.C. Lord
XXXXXXXXXX
Alex R. Semeroth — Director of Purchases

Per

ORIGINAL (1)

FORM DP-3
APPROVED BY THE STATE BOARD OF ACCOUNTS FOR THE CITY OF FORT WAYNE 1955.

CITY OF FORT WAYNE

DEPARTMENT OF PURCHASES
NUMBER ONE EAST MAIN STREET
ROOM 470
FORT WAYNE, INDIANA 46802

MAIL ALL CORRESPONDENCE, CLAIM VOUCHERS ETC. TO:

Street Department
231 South Clinton Street
Fort Wayne, IN 46802

PURCHASE ORDER NUMBER
P3 — 33187

DATE April 6, 1976
REF. NO.
REQ. NO. 4332

THE ABOVE INFORMATION MUST APPEAR ON ALL INVOICES, BILLS OF LADING, DELIVERY TICKETS, PACKAGES AND CORRESPONDENCE.
INVOICE IN DUPLICATE.

THIS PURCHASE ORDER ISSUED BY:
DEPT. DP

Pierceton Equipment Company, Inc.
P.O. 233
Laketon, IN 46943

DELIVER TO:-
DEPARTMENT OR DIVISION Tank Complex
1700 S. Lafayette Street
Fort Wayne, IN

DATE WANTED

ADDRESS
CASH DISCOUNT TERMS % IF PAID WITHIN DAYS FROM DELIVERY AND ACCEPTANCE OF GOODS OR PERFORMANCE OF SERVICES. (DEDUCTION FOR DISCOUNT SHOWN BELOW)

APPROPRIATION AND FUND NUMBER 28-880-424

QUANTITY ORDERED	UNIT	MATERIALS, SUPPLIES OR SERVICES	UNIT PRICE	AMOUNT
		TAX EXEMPT (UNLESS OTHERWISE INDICATED)		
		BLANKET ORDER FOR ONE YEAR		
Est. 400	Qty. Tons	(More or Less) AP-3 85-100 Asphalt Cement	74.78/ ton	
		FIRM PRICE	(Reference	29,912.00
		Per Bid Ref. No. 707		
		Net 30 days F.O.B. Delivered		
		Ship as released on departmental Purchase Orders by the using department		
		SUBJECT TO COUNCILMANIC APPROVAL		
		JEK/emm		

COMPLIANCE WITH THE DELIVERY DATE REQUESTED WILL AVOID "FOLLOW UP" CORRESPONDENCE.

NOTE
↓
READ
INSTRUCTIONS ON THE BACK OF THIS
ORDER
THE CONTRACTOR OR VENDOR, BY ACCEPTING THIS ORDER, AGREES TO THE GENERAL CONDITIONS AND TERMS OF AGREEMENT ON THE BACK OF THIS ORDER.

UNLESS OTHERWISE INDICATED THE PRICES SHOWN INCLUDE ALL CHARGES FOR DELIVERY, PACKING, ETC., NECESSARY TO COMPLETE DELIVERY TO DESTINATION SPECIFIED.

UNLESS OTHERWISE INDICATED THE PRICES SHOWN DO NOT INCLUDE TAXES OF ANY KIND.

EXEMPTION BLANKS WILL BE FURNISHED WHEN NECESSARY.

IND. SALES TAX EXEMP. CERTIF. NO. 34508

IF THIS ORDER DOES NOT AGREE WITH YOUR QUOTATION KINDLY RETURN IT WITH AN EXPLANATION.

I HEREBY CERTIFY THAT THE COST OF THE ABOVE PURCHASE IS FULLY COVERED BY UNENCUMBERED BALANCES IN THE ABOVE FUNDS AND THAT THE EXPENDITURE THEREFOR HAS BEEN DULY AUTHORIZED AND APPROPRIATED.
W.O. Schnitzer
Edward G. Kamnikar — City Controller

Per

I HEREBY CERTIFY UPON MY OWN PERSONAL KNOWLEDGE THAT THIS ORDER IS AUTHORIZED BY A PROPERLY EXECUTED AND APPROVED REQUISITION ON FILE IN THIS OFFICE.
A.C. Lord
Alex C. Demshroff — Director of Purchases

Per

ORIGINAL (1)

FORM DP2B 5-68

CITY OF FORT WAYNE
DEPARTMENT OF PURCHASES
Number One Main St., Ft. Wayne, Ind. 46802

INVITATION

Page 1 of 7

Ref. No. 707

Date March 10, 1976

Date wanted

Quotations, subject to the conditions on the reverse hereof, are requested on the following list of materials, supplies, equipment or services, for the department as mentioned, with delivery to destination as shown below. Quotations shall include all charges for delivery, packing, etc. Address your reply as indicated below.*

*Mail all replies and correspondence, etc. to Att. of A.C.Lord - 423-7037 DEPARTMENT OF PURCHASES

Address 470 Room [illegible], Number One Main St., Ft. Wayne, Ind. 46802

28-880-424

Fund Appropriation No.

REQUIRED FOR DELIVERY TO:

Department or Division Street Department

Address 231 South Clinton Street
Fort Wayne, Indiana 46802

RETURN ORIGINAL TO THE CITY—RETAIN DUPLICATE COPY FOR YOUR FILE

Closing Time of Bids Monday - April 5, 1976 - 10:00 A.M.

TAXES: THE CITY IS EXEMPT FROM FEDERAL EXCISE AND INDIANA STATE SALES TAX. THE CITY'S INDIANA SALES TAX EXEMPTION CERTIFICATE NUMBER IS NO. 24608. PRICES SHOULD NOT INCLUDE THESE TAXES. See "Instructions to Bidders" No. 10 on reverse hereof for details.

TAX EXEMPT (Unless otherwise indicated)

Quantity	Unit	Materials, Supplies, Equipment or Services	Unit Price	Total Amount
200,000	Gallons	Item #1 (More or Less) AE-150 Chip & Seal Asphalt Emulsion (Must conform to Indiana Highway Specifications No. 902.04)	NO BID	
400	Tons	Item #2 (More or Less) AP-3 85-100 Asphalt Cement (Must conform to Indiana Highway Specifications No. 902.01)	NO BID	
200,000	Gallons	Item #3 (More or Less) CRS-2 Chip & Seal Asphalt Emulsion (Cationic)	0.3475	$69,500.00
100,000	Gallons	Item #4 (More or Less) CSS-1 Asphalt Emulsion (Cationic) Per Specifications Attached.	0.3475	$34,750.00
		The award of this bid may be made on either an item by item, or on an overall basis, as we determine the most beneficial to the City.		
		Each Bidder must submit a current 1976 written Affirmative Action Program with their bid - or - have it on file with our E.E.O. Office for the current year; NOTE: Forms attached must be completed in full, if not on file in E.E.O. Office.		
		Specify which: On File:_____ Attached: X		

Bid Bond required NO ☐ YES ☐ 5% Performance Bond NO ☐ YES ☐ $2500.00

See instruction item No. 15 on reverse side hereof.

Terms net 30 days. % cash discount if paid within days from delivery and acceptance of goods or completion of services.

PROPOSAL OR BID

In compliance with the above invitation for bids and subject to all conditions thereof, the undersigned offers and agrees, if this bid be accepted within a reasonable time from date of closing, to furnish any or all of the items or render such services upon which prices are quoted, in accordance with the specifications supplying and at the price set opposite each item.

Delivery of any or all of the items or completion of services indicated shall be made within 7 days from receipt of order.

IMPORTANT — As delivery may be a deciding factor in the award of an order, it is important that bidders furnish the information requested above.

Sign Here: Bitucote Products Co.
Name of Company

For Otto Hadley Title President

Address 1824 Knox Ave., St. Louis, Mo. 63139

Approved by Public Board of Accounts for City of Fort Wayne, 1945

GENERAL CONDITIONS, INSTRUCTIONS TO BIDDERS AND INFORMATION FOR BIDDERS

1. Special Conditions: Special conditions included in the Bid Document shall take precedence over any provisions stipulated hereunder.

2. Applicable Laws: The Revised statutes of the State of Indiana, and all City ordinances insofar as they apply to the laws of competitive bidding, contracts, and purchases, are made a part hereof.

3. Workmen's Compensation: Insofar as Workmen's Compensation Act is concerned, the bidder or contractor agrees to furnish an official, certificate from the Industrial Board of Indiana, showing that he is in compliance with such law, whenever such certificates are required in the Bid Document.

4. Infringements and Indemnifications: The bidder, if awarded an order or contract, agrees to protect, defend, and save the City harmless against any demand for payment for the use of any patented material, process, article, or device that may enter into the manufacture, construction, or form a part of the work covered by either order or contract and he further agrees to indemnify and save the City harmless from suits or actions of every nature and description brought against it, for or on account of any injuries or damages received or sustained by a party or parties, by or from any of the acts of the contractor, his servants, or agents.

   To this extent the bidder or contractor agrees to furnish adequate Public Liability and Property Damage Insurance, the amount of which will be determined by the City whenever such insurance is deemed necessary. When so required the types and amounts of insurance to be provided is set forth in the Bid Document.

5. Pricing: Prices should be stated in units of quantity specified in the Bid Document. In case of discrepancy in computing the amount of the bid the unit prices quoted will govern.

6. Delivery: Quotations should include all charges for delivery, packing, crating, containers, etc. Unless otherwise stated by the bidder prices quoted will be considered as being based on delivery to the destination designated in the Bid Document and to include all delivery and packing charges.

7. Specifications: Unless otherwise stated by the bidder the proposal will be considered as being in strict accordance with the specifications outlined in the Bid Document.

   References to a particular trade name, manufacturer's catalog or model number are made for descriptive purposes to guide the bidder in interpreting the requirements of the City. They should not be construed as excluding proposals on other types of materials, equipment and supplies. However the bidder, if awarded a contract, will be required to furnish the particular item referred to in the specifications or description unless a departure or substitution is clearly noted and described in the proposal.

8. Samples: Samples, when requested, must be furnished free of expense to the City and if not destroyed, will upon request be returned at the bidder's expense.

9. Cash Discounts: Time in connection with cash discount offered, will be computed from date of delivery and acceptance at final destination or from date properly executed claim voucher is received, if the latter date is later than the date of delivery and acceptance.

10. Taxes: The City is generally exempt from Federal Excise and Indiana State Sales Tax. Quotations must be separated to show the amount to be added for taxes of any kind if applicable. Prices should not include tax. The City will pay such taxes as are applicable to this purchase. Exemption forms will be furnished wherever necessary. Taxes wherever indicated and which are applicable to this purchase, will not be subject to any trade or cash discounts.

11. Bid Informalities and Rejection: The City reserves the right to waive informalities not inconsistent with law or to reject any or all bids.

12. Award: Unless otherwise specified in the Bid Document the City reserves the right to accept any item in the bid. Unless otherwise stated in the Bid Document bidders may submit proposals on any item or group of items, provided however that the unit prices are shown as requested.

13. Payments: Partial payments may be made upon presentation of properly executed claim voucher unless otherwise stated in the Bid Document. The final payment will be made by the City when the materials, supplies or equipment has been fully delivered and accepted or the work completed to the full satisfaction of the City.

14. Bidder's Signature: Each proposal form must be signed by the bidder with his usual signature. All signatures should be in full. Bids by partnership should include the names of the partners composing the partnership and must be signed by one or more of the partners in the following manner: "John Jones and James Smith, d.b.a., Smith-Jones Company, by John Jones, a partner".

   Bids by corporations must be signed with the names of the corporation, followed by the signature and designation of the president, vice-president, or person authorized to bind it in the matter.

15. The successful bidder, or contractor, agrees that he will comply with Indiana Acts 1961, chapter 203, section 10, being Burns Indiana Statute 40-2316-1034 supplement requiring such bidder, contractor, or his subcontractor not to discriminate with respect to hiring, tenure, terms, conditions, or privileges of employment because of race, color religion, national origin or ancestry.

16. Unless otherwise specifically indicated under the individual listing in the legal advertisement or invitation to bid, all bids shall be subject to the following:

   a) A Bid bond, deposit of cash, certified check or Bank Cashiers Check, in the amount specified, drawn on a solvent bank payable to the City of Fort Wayne or to the contracting division thereof.

   b) The successful bidder will be required to furnish a bond or Certified Check on a solvent bank, payable to the City of Fort Wayne or to the contracting division thereof, in the amount specified in the notice of bids wanted or the invitation to bid, as a guarantee for the faithful performance thereof.

17. Submission and Receipt of Bids:

   a) Proposals, to receive consideration, must be received prior to the specified time of closing as designated in the invitation.

   b) Bidders must use the Bid Document proposal form furnished by the City as none other will be accepted. Proposal forms must be returned intact. Removal of any part thereof may invalidate the bid.

   c) Bidders are requested to use the Bid Envelope if furnished by the City, or other similarly identified envelope to assure proper handling. Envelopes should be sealed when submitted with information on the face of the Bid Envelope to identify the bid, e.g., Bid Reference number and date of closing and City Agency involved.

   d) Separate proposals must be submitted on each reference number.

   e) Proposals having any erasures or corrections thereon may be rejected unless explained or noted over the signature of the bidder.

Accepted by Board of Purchases, etc. Date ____ 19__ as follows:

Rejected by Board of Purchases, etc. Date ____ 19__ as follows:

Item #1

Quote Price For 1976

200,000 Gallons (More or Less) AE-150 Chip & Seal Asphalt Emulsion $ No Bid

Item #2

Quote Price for 1976

400 Tons (More or Less) AP-3 85-100 Penetration Asphalt Cement $ No Bid

Item #3

Quote Price for 1976

200,000 Gallons (More or Less) CRS-2 Chip & Seal Asphalt Emulsion (Cationic) $ 0.3475/gal.

All prices include delivery to and in our Tanks at complex located at 1700 Block of South Lafayette Street by Transport.

Item #4

CSS-1

MATERIAL TYPE: Chemical emulsion, cationic, asphalt-in-water.

GENERAL DESCRIPTION: Light brown, thin sirupy consistency, smooth in texture.

SPECIAL QUALITIES: Excellent coating of fine, dusty aggregates, long workability, and no need for windrowing to obtain stability for use in base stobilization, or in surface courses.

APPLICATION: Con be opplied by troveling plant, cold mix plant, or blade mixing for base stabilization.
Can also be sprayed for tack coat, fog seal, dust laying and mulching.
Usually a minimum of 3% residual osphalt is necessary for base stabilization and 5% is necessary for surface courses, depending on sieve gradation of the aggregate used.

MATERIAL SPECIFICATIONS:

	MIN.	MAX.
Visc; Saybolt Furol @ 77°F, sec.	20	100
Settlement, 5 days, %		5
Sieve Test, %		0.10
Cement mixing test		2.0
Sand mixing test *	see below	
RESIDUE BY DISTILLATION % MIN	60	
TESTS ON RESIDUE		
Penetration, 100 Gm., for 5 sec., 77°F	100	200
Ductility, 77°F, Cm.	40	
Solubility in trichloroethylene, %	97.5	
Ph FACTOR, POSITIVE CHARGE	3	5

All testing methods used are ASTM-D-244-72 except for the Sand Mixing Test. The Specifications ore in conformity with those of all known ogencies.

* Sand Mixing Test - 200 gms. of a mixture of 96% Ottawa silico sand (#50) ond 4% Air floated Clay such as Stratton (United Sierra) or Volunteer (Old Hickory) is mixed with 5% water based on aggregate weight. 3% by weight of emulsion is then added and mixed until coating is complete, usually about one minute. This mix is compacted on roofing felt with o spatula and allowed to dry overnight. When dry, patty should be fully and evenly coated, with no "salt and pepper" effect. The color should be a dark grey or brown and the patty difficult to break with one finger.

AGGREGATES for base and surface mixes:
Gradation and composition can vary widely. Samples should be submitted for testing.

Quote Price for 1976

100,000 Gallons (More or Less) CSS-1 Asphalt Emulsion (Cationic) $ 0.3475/gal.

NON-COLLUSION AFFIDAVIT

STATE OF MISSOURI }
ST. LOUIS CITY } SS:

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting, nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale or contract.

Otto Hadley, President

Bidder or Agent

For Bitucote Products Co.

Firm or Corporation

Subscribed and sworn to before me this 31st day of March, 1976

My Commission Expires

March 20, 1978

Mary E. Cacciaguidi

REQUEST FOR PUBLICATION

News Sentinel	×
Journal Gazette	×
Other	

DATE March 10, 1976

Kindly publish the following advertisement on the dates as shown and issue invoice to *

* Department Street Department

Address 231 South Clinton Street
~~Fort Wayne, Indiana 46802~~

Department of Purchases
City of Fort Wayne
By A. C. Lord

BIDS WANTED -- REFERENCE NO. 707

Sealed Proposals will be received by the City of Fort Wayne at the Office of Department of Purchases, Number One Main Street, Room 470, Fort Wayne, Indiana, until Monday - April 5, 1976 - 10:00 A.M. for the following items:

200,000 Gallons (More or Less) AE-150 Chip & Seal Asphalt Emulsion
400 Tons (More or Less) AP-3 85-100 Penetration Asphalt Cement
200,000 Gallons (More or Less) CRS-2 Chip & Seal Asphalt Emulsion (Cation
100,000 Gallons (More or Less) CSS-1 Asphalt Emulsion (Cationic)

Each Bidder must submit a current 1976 written Affirmative Action Program with his or her bid - or - have it on file with our E.E.O. Office for the current year.

Bid Forms, specifications, etc., may be obtained upon application at the office and address given above.
A Bid Bond or Certified Check in the amount of $ 5% must be submitted with the bid.
The successful bidder will be required to furnish a $2500.00 Performance Bond,

Department of Purchases
City of Fort Wayne
By A. C. Lord
Director of Purchases

INSERT 1st RUN	REPEAT 2nd RUN	Type of Advertising Required
3-19-76	3-26-76	LEGAL NOTICE ×

SAFECO INSURANCE COMPANY OF AMERICA
GENERAL INSURANCE COMPANY OF AMERICA
HOME OFFICE: SAFECO PLAZA, SEATTLE, WASHINGTON 98185

POWER OF ATTORNEY

No. 3921

KNOW ALL MEN BY THESE PRESENTS:

That **Safeco Insurance Company of America** and **General Insurance Company of America**, each a Washington corporation, does each hereby appoint

----------NEVA A. McCLOUD----------

its true and lawful attorney(s)-in-fact, with full authority to execute on its behalf fidelity and surety bonds or undertakings and other documents of a similar character issued in the course of its business, and to bind the respective company thereby.

IN WITNESS WHEREOF, **Safeco Insurance Company of America** and **General Insurance Company of America** have each executed and attested these presents

this 11th day of August, 19 72.

W. D. HAMMERSLA, SECRETARY

GORDON H. SWEANY, PRESIDENT

CERTIFICATE

Extract from Article VI, Section 12, of the By-Laws of **SAFECO Insurance Company of America** and of **General Insurance Company of America:**

"Article VI, Section 12, -- FIDELITY AND SURETY BONDS . . . the President, any Vice President, and the Secretary shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the company in the course of its business . . . On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

Extract from a Resolution of the Board of Directors of **SAFECO Insurance Company of America** and of **General Insurance Company of America** adopted July 28, 1970:

"On any certificate executed by the Secretary or an assistant secretary of the Company setting out,
(i) The provisions of Article VI, Section 12 of the By-Laws, and
(ii) A copy of the power-of-attorney appointment, executed pursuant thereto, and
(iii) Certifying that said power-of-attorney appointment is in full force and effect,
the signature of the certifying officer may be by facsimile, and the seal of the Company may be a facsimile thereof."

I, Wm. Hammersla, Vice President and Secretary of **SAFECO Insurance Company of America** and of **General Insurance Company of America**, do hereby certify that the foregoing extracts of the By-Laws and of a Resolution of the Board of Directors of these corporations, and of a Power-of-Attorney issued pursuant thereto, are true and correct, and that both the By-Laws, the Resolution and the Power-of-Attorney are still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of each corporation

this 5th day of April, 1976.

SAFECO INSURANCE COMPANY OF AMERICA CORPORATE SEAL 1953

GENERAL INSURANCE COMPANY OF AMERICA CORPORATE SEAL 1923

W. D. HAMMERSLA, SECRETARY

PROPOSAL AND BID SURETY FORM

PROPOSAL:

In compliance with the foregoing invitation to bid and subject to all of the conditions thereof the undersigned offers and agrees, if this bid is accepted within a reasonable time from date of opening of bids, to enter into a contract in accordance with the prices stated herein.

The Legal Advertisement, General Conditions, Instructions to Bidders, Information for Bidders, Special Conditions, Specifications, and Plans applying form a part of this proposal.

This proposal is supported by the following bid surety as required by law and signatures affixed thereto constitute both a proposal and bid surety executed by the bidder.

BID SURETY (REQUIRED BY LAW):

BOND FORM: (USE THIS BOND FORM—NO ALTERNATE FORM OF BOND WILL BE CONSIDERED).

KNOW ALL MEN BY THESE PRESENTS, THAT we, the undersigned, are held and firmly bound unto the City of Fort Wayne, State of Indiana, in the sum of 5% of Accompanying Bid - Dollars, to be paid on demand to said City of Fort Wayne, its successors and assigns for which payment well and truly to be made, we hereby bind ourselves, our heirs, successors, executors, and administrators, jointly and severally firmly by these presents.

The condition of this obligation is such that if the bid or proposal attached hereto and made a part hereof and submitted to the within named division of the City of Fort Wayne or its duly constituted agent, is accepted and a contract awarded to the undersigned bidder and the said bidder shall within ten (10) days after notice of said award enter into a contract with the said City of Fort Wayne, State of Indiana, and shall secure the performance of the same by bond or otherwise as may be required to the satisfaction of the City of Fort Wayne, Indiana then this obligation shall be null and void; otherwise to be in full force and effect.

If a corporate surety is furnished, it is necessary that a certificate authorizing the "attorney-in-fact" to sign the bond accompanying the same.

BID CHECK (ALTERNATE FORM OF SURETY):

Certified ☐

Cashiers ☐ Check No. .... in the sum of .... Dollars

on .... Bank

of ....

is herewith submitted and deposited in lieu of bond under the same terms and conditions as set forth in the above bond.

Note: If Check is used as Bid Surety—Attach here.

SIGNATURES (BID SURETY AND PROPOSAL):

Witnessed by: [signature]

OTHER PARTIES INTERESTED IN THIS PROPOSAL

(See 14—Signatures under General Conditons, etc.)

List all Parties if Partnership

BIDDER AND PRINCIPAL

BITUCOTE PRODUCTS CO.
Name of Bidder—Print or Type

By [signature]
Signature of Person Authorized to Sign

Title Pres.

1824 Knox Avenue
Street Name and Number

St. Louis, Missouri 63139
City, State and Zip Code

Date ....

← See Cover Letter

SURETY

Witnessed by: Shirley Okimzake

SAFECO INSURANCE COMPANY OF AMERICA
Name of Company — Print or Type

Incorporated In the State of: Washington

Address P.O. Box 461 - St. Louis, MO 63166

By [signature]
Sign on this Line

Neva A. McCloud-Attorney-in-Fact

Date April 5, 1976

CITY OF FORT WAYNE

DEPARTMENT OF PURCHASES

Number One Main St., Ft. Wayne, Ind. 46802

INVITATION

Page 1 of 7

Ref. No. 707

Date March 10, 1976

Date wanted

Fund 28-880-424 Appropriation No.

Quotations, subject to the conditions on the reverse hereof, are requested on the following list of materials, supplies, equipment or service, for the department as mentioned, with delivery to destination as shown below. Quotations shall include all charges for delivery, packing, etc. Address your reply as indicated below.*

*Mail all replies and correspondence, etc. to Att. of A.C.Lord - 423-7037 DEPARTMENT OF PURCHASES

Address 470 Room [illegible], Number One Main St., Ft. Wayne, Ind. 46802

REQUIRED FOR DELIVERY TO:

Department or Division Street Department

Address 231 South Clinton Street
Fort Wayne, Indiana 46802

RETURN ORIGINAL TO THE CITY—RETAIN DUPLICATE COPY FOR YOUR FILE

Closing Time of Bids Monday - April 5, 1976 - 10:00 A.M.

TAXES: THE CITY IS EXEMPT FROM FEDERAL EXCISE AND INDIANA STATE SALES TAX. THE CITY'S INDIANA SALES TAX EXEMPTION CERTIFICATE NUMBER IS NO. 34698. PRICES SHOULD NOT INCLUDE THESE TAXES. See "Instructions to Bidders" No. 10 on reverse hereof for details.

TAX EXEMPT (Unless otherwise indicated)

Quantity	Unit	Materials, Supplies, Equipment or Service	Unit Price	Total Amount
		Item #1		
200,000	Gallons	(More or Less) AE-150 Chip & Seal Asphalt Emulsion (Must conform to Indiana Highway Specifications No. 902.04)	$0.3635	$72,700.00
		Item #2		
400	Tons	(More or Less) AP-3 85-100 Asphalt Cement (Must conform to Indiana Highway Specifications No. 902.01)	$80.90	32,360.00
		Item #3		
200,000	Gallons	(More or Less) CRS-2 Chip & Seal Asphalt Emulsion (Cationic)	$0.4035	80,700.00
		or RS-2	0.3535	70,700.00
		Item #4		
100,000	Gallons	(More or Less) CSS-1 Asphalt Emulsion (Cationic) Per Specifications Attached.	$0.4235	42,350.00
		The award of this bid may be made on either an item by item, or on an overall basis, as we determine the most beneficial to the City.		
		Each Bidder must submit a current 1976 written Affirmative Action Program with their bid - or - have it on file with our E.E.O. Office for the current year; NOTE: Forms attached must be completed in full, if not on file in E.E.O. Office.		
		Specify which: On File:_____ Attached: X		

Bid Bond required NO ☐ YES ☐ 5% Performance Bond NO ☐ YES ☐ $2500.00

See Instruction Item No. 10 on reverse side hereof.

Terms ____% cash discount if paid within ____days from delivery and acceptance of goods or completion of services.

PROPOSAL OR BID

In compliance with the above invitation for bids and subject to all conditions thereof, the undersigned offers and agrees, if this bid be accepted within a reasonable time from date of closing, to furnish any or all of the items or render such services upon which prices are quoted, in accordance with the specifications applying and at the prices set opposite each item.

Delivery of any or all of the items or completion of services indicated shall be made within ____days from receipt of order.

IMPORTANT ☞ As delivery may be a deciding factor in the award of an order, it is important that bidders furnish the information requested above.

Sign Here: BITUMINOUS MATERIALS COMPANY, INC.
Name of Company

Per [signature] Sec.-Treasurer

Address 2720 East Durbin Road

Address Warsaw, Indiana 46580

3-26-76

Approved by Board of
Purchase for the City of Fort Wayne, 1943

GENERAL CONDITIONS, INSTRUCTIONS TO BIDDERS AND INFORMATION FOR BIDDERS

1. **Special Conditions:** Special conditions included in the Bid Document shall take precedence over any provisions stipulated hereunder.

2. **Applicable Laws:** The Revised statutes of the State of Indiana, and all City ordinances insofar as they apply to the laws of competitive bidding, contracts, and purchases, are made a part hereof.

3. **Workmen's Compensation:** Insofar as Workmen's Compensation Act is concerned, the bidder or contractor agrees to furnish an official, certificate from the Industrial Board of Indiana, showing that he is in compliance with such law, whenever such certificates are required in the Bid Document.

4. **Infringements and Indemnifications:** The bidder, if awarded an order or contract, agrees to protect, defend, and save the City harmless against any demand for payment for the use of any patented material, process, article, or device that may enter into the manufacture, construction, or form a part of the work covered by either order or contract and he further agrees to indemnify and save the City harmless from suits or actions of every nature and description brought against it, for or on account of any injuries or damages received or sustained by a party or parties, by or from any of the acts of the contractor, his servants, or agents.

   To this extent the bidder or contractor agrees to furnish adequate Public Liability and Property Damage Insurance, the amount of which will be determined by the City whenever such insurance is deemed necessary. When so required the types and amounts of insurance to be provided is set forth in the Bid Document.

5. **Pricing:** Prices should be stated in units of quantity specified in the Bid Document. In case of discrepancy in computing the amount of the bid the unit prices quoted will govern.

6. **Delivery:** Quotations should include all charges for delivery, packing, crating, containers, etc. Unless otherwise stated by the bidder prices quoted will be considered as being based on delivery to the destination designated in the Bid Document and to include all delivery and packing charges.

7. **Specifications:** Unless otherwise stated by the bidder the proposal will be considered as being in strict accordance with the specifications outlined in the Bid Document.

   References to a particular trade name, manufacturer's catalog or model number are made for descriptive purposes to guide the bidder in interpreting the requirements of the City. They should not be construed as excluding proposals on other types of materials, equipment and supplies. However the bidder, if awarded a contract, will be required to furnish the particular item referred to in the specifications or description unless a departure or substitution is clearly noted and described in the proposal.

8. **Samples:** Samples, when requested, must be furnished free of expense to the City and if not destroyed, will upon request be returned at the bidder's expense.

9. **Cash Discounts:** Time in connection with cash discount offered, will be computed from date of delivery and acceptance at final destination or from date properly executed claim voucher is received, if the latter date is later than the date of delivery and acceptance.

10. **Taxes:** The City is generally exempt from Federal Excise and Indiana State Sales Tax. Quotations must be separated to show the amount to be added for taxes of any kind if applicable. Prices should not include tax. The City will pay such taxes as are applicable to this purchase. Exemption forms will be furnished wherever necessary. Taxes wherever indicated and which are applicable to this purchase, will not be subject to any trade or cash discounts.

11. **Bid Informalities and Rejection:** The City reserves the right to waive informalities not inconsistent with law or to reject any or all bids.

12. **Award:** Unless otherwise specified in the Bid Document the City reserves the right to accept any item in the bid. Unless otherwise stated in the Bid Document bidders may submit proposals on any item or group of items, provided however that the unit prices are shown as requested.

13. **Payments:** Partial payments may be made upon presentation of properly executed claim voucher unless otherwise stated in the Bid Document. The final payment will be made by the City when the materials, supplies or equipment has been fully delivered and accepted or the work completed to the full satisfaction of the City.

14. **Bidder's Signature:** Each proposal form must be signed by the bidder with his usual signature. All signatures should be in full.
    Bids by partnership should include the names of the partners composing the partnership and must be signed by one or more of the partners in the following manner: "John Jones and James Smith, d.b.a., Smith-Jones Company, by John Jones, a partner".

    Bids by corporations must be signed with the names of the corporation, followed by the signature and designation of the president, vice-president, or person authorized to bind it in the matter.

15. The successful bidder, or contractor, agrees that he will comply with Indiana Acts 1961, chapter 208, section 10, being Burns Indiana Statute 40-2310-1944 supplement requiring such bidder, contractor, or his subcontractor not to discriminate with respect to hiring, tenure, terms, conditions, or privileges of employment because of race, color religion, national origin or ancestry.

16. Unless otherwise specifically indicated under the individual listing in the legal advertisement or invitation to bid, all bids shall be subject to the following.
    a) A Bid bond, deposit of cash, certified check or Bank Cashiers Check, in the amount specified, drawn on a solvent bank payable to the City of Fort Wayne or to the contracting division thereof.
    b) The successful bidder will be required to furnish a bond or Certified Check on a solvent bank, payable to the City of Fort Wayne or to the contracting division thereof, in the amount specified in the notice of bids wanted or the invitation to bid, as a guarantee for the faithful performance thereof.

17. **Submission and Receipt of Bids:**
    a) Proposals, to receive consideration, must be received prior to the specified time of closing as designated in the invitation.
    b) Bidders must use the Bid Document proposal form furnished by the City as none other will be accepted. Proposal forms must be returned intact. Removal of any part thereof may invalidate the bid.
    c) Bidders are requested to use the Bid Envelope if furnished by the City, or other similarly identified envelope to assure proper handling. Envelopes should be sealed when submitted with information on the face of the Bid Envelope to identify the bid, e.g., Bid Reference number and date of closing and City Agency involved.
    d) Separate proposals must be submitted on each reference number.
    e) Proposals having any erasures or corrections thereon may be rejected unless explained or noted over the signature of the bidder.

Accepted Bids to be Purchased as follows: _____ 19__ as follows: _____

Rejected Bids to be Returned at Purchasers Risk and Expense, etc. Date _____ Date 19__

Item #1

Quote Price For 1976

200,000 Gallons (More or Less) AE-150 Chip & Seal Asphalt Emulsion $0.3635 per gallon

Item #2

Quote Price for 1976

400 Tons (More or Less) AP-3 85-100 Penetration Asphalt Cement $80.90 per ton

Item #3

Quote Price for 1976

200,000 Gallons (More or Less) CRS-2 Chip & Seal Asphalt Emulsion (Cationic) $0.4035 per gallo

or RS-2 0.3535 " "

All prices include delivery to and in our Tanks at complex located at 1700 Block of South Lafayette Street by Transport.

Item #4

CSS-1

MATERIAL TYPE: Chemical emulsion, cationic, asphalt-in-water.

GENERAL DESCRIPTION: Light brown, thin sirupy consistency, smooth in texture.

SPECIAL QUALITIES: Excellent coating of fine, dusty aggregates, long workability, and no need for windrowing to obtain stability for use in base stabilization, or in surface courses.

APPLICATION: Can be applied by traveling plant, cold mix plant, or blade mixing for base stabilization.
Can also be sprayed for tack coat, fog seal, dust laying and mulching.
Usually a minimum of 3% residual asphalt is necessary for base stabilization and 5% is necessary for surface courses, depending on sieve gradation of the aggregate used.

MATERIAL SPECIFICATIONS:

	MIN.	MAX.
Visc; Saybolt Furol @ 77°F, sec.	20	100
Settlement, 5 days, %		5
Sieve Test, %		0.10
Cement mixing test		2.0
Sand mixing test *	see below	
RESIDUE BY DISTILLATION % MIN	60	
TESTS ON RESIDUE		
Penetration, 100 Gm., for 5 sec., 77°F	100	200
Ductility, 77°F, Cm.	40	
Solubility in trichloroethylene, %	97.5	
Ph FACTOR, POSITIVE CHARGE	3	5

All testing methods used are ASTM-D-244-72 except for the Sand Mixing Test. The Specifications are in conformity with those of all known agencies.

* Sand Mixing Test - 200 gms. of a mixture of 96% Ottawa silica sand (#50) and 4% Air floated Clay such as Stratton (United Sierra) or Volunteer (Old Hickory) is mixed with 5% water based on aggregate weight. 3% by weight of emulsion is then added and mixed until coating is complete, usually about one minute. This mix is compacted on roofing felt with a spatula and allowed to dry overnight. When dry, patty should be fully and evenly coated, with no "salt and pepper" effect. The color should be a dark grey or brown and the patty difficult to break with one finger.

AGGREGATES for base and surface mixes:
Gradation and composition can vary widely. Samples should be submitted for testing.

Quote Price for 1976

100,000 Gallons (More or Less) CSS-1 Asphalt Emulsion (Cationic) $ 0.4235 per gall

NON-COLLUSION AFFIDAVIT

STATE OF INDIANA,)
VIGO COUNTY) SS:

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting, nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale or contract.

Thomas L. Kelly
Bidder or Agent
Thomas L. Kelly, Secretary-Treasurer

For BITUMINOUS MATERIALS COMPANY, INC.
Firm or Corporation

Subscribed and sworn to before me this 26th day of March, 19 76

My Commission Expires
January 18, 1979

John W. Clark

Form DP-6
Short Form

REQUEST FOR PUBLICATION

DATE March 10, 1976

News Sentinel	×
Journal Gazette	×
Other	

Kindly publish the following advertisement on the dates as shown and issue invoice to *

* Department Street Department

Address 231 South Clinton Street
~~Fort Wayne, Indiana 46802~~

Department of Purchases
City of Fort Wayne
By A. C. Lord

BIDS WANTED -- REFERENCE NO. 707

Sealed Proposals will be received by the City of Fort Wayne at the Office of Department of Purchases, Number One Main Street, Room 470, Fort Wayne, Indiana, until Monday - April 5, 1976 - 10:00 A.M. for the following items:

200,000 Gallons (More or Less) AE-150 Chip & Seal Asphalt Emulsion
400 Tons (More or Less) AP-3 85-100 Penetration Asphalt Cement
200,000 Gallons (More or Less) CRS-2 Chip & Seal Asphalt Emulsion (Cation
100,000 Gallons (More or Less) CSS-1 Asphalt Emulsion (Cationic)

Each Bidder must submit a current 1976 written Affirmative Action Program with his or her bid - or - have it on file with our E.E.O. Office for the current year.

Bid Forms, specifications, etc., may be obtained upon application at the office and address given above.
A Bid Bond or Certified Check in the amount of $ 5% must be submitted with the bid.
The successful bidder will be required to furnish a $2500.00 Performance Bond,

Department of Purchases
City of Fort Wayne
By A. C. Lord
Director of Purchases

INSERT 1st RUN	REPEAT 2nd RUN	Type of Advertising Required
3-19-76	3-26-76	LEGAL NOTICE ×

PROPOSAL AND BID SURETY FORM

PROPOSAL:

In compliance with the foregoing invitation to bid and subject to all of the conditions thereof the undersigned offers and agrees, if this bid is accepted within a reasonable time from date of opening of bids, to enter into a contract in accordance with the prices stated herein.

The Legal Advertisement, General Conditions, Instructions to Bidders, Information for Bidders, Special Conditions, Specifications, and Plans applying form a part of this proposal.

This proposal is supported by the following bid surety as required by law and signatures affixed thereto constitute both a proposal and bid surety executed by the bidder.

BID SURETY (REQUIRED BY LAW):

BOND FORM: (USE THIS BOND FORM--NO ALTERNATE FORM OF BOND WILL BE CONSIDERED).

KNOW ALL MEN BY THESE PRESENTS, THAT we, the undersigned, are held and firmly bound unto the City of Fort Wayne, State of Indiana, in the sum of ELEVEN THOUSAND FOUR HUNDRED AND FIVE AND 50/100 ----------($11,405.50)---- Dollars, to be paid on demand to said City of Fort Wayne, its successors and assigns for which payment well and truly to be made, we hereby bind ourselves, our heirs, successors, executors, and administrators, jointly and severally firmly by these presents.

The condition of this obligation is such that if the bid or proposal attached hereto and made a part hereof and submitted to the within named division of the City of Fort Wayne or its duly constituted agent, is accepted and a contract awarded to the undersigned bidder and the said bidder shall within ten (10) days after notice of said award enter into a contract with the said City of Fort Wayne, State of Indiana, and shall secure the performance of the same by bond or otherwise as may be required to the satisfaction of the City of Fort Wayne, Indiana then this obligation shall be null and void; otherwise to be in full force and effect.

BID CHECK (ALTERNATE FORM OF SURETY):

If a corporate surety is furnished, it is necessary that a certificate authorizing the "attorney-in-fact" to sign the bond accompanying the same.

Certified ☐

Cashiers ☐ Check No. ..... in the sum of ..... Dollars

on ..... Bank

of .....

is herewith submitted and deposited in lieu of bond under the same terms and conditions as set forth in the above bond.

Note: If Check is used as Bid Surety—Attach here.

SIGNATURES (BID SURETY AND PROPOSAL):

Witnessed by: J.W. Clark

OTHER PARTIES INTERESTED IN THIS PROPOSAL
(See 14—Signatures under General Conditons, etc.)
List all Parties if Partnership

BIDDER AND PRINCIPAL

BITUMINOUS MATERIALS COMPANY, INC.
Name of Bidder—Print or Type

By T. L. Hibbert & R. L. Kelly
Signature of Person Authorized to Sign

Title Secretary-Treasurer

2720 E. Durbin Road
Street Name and Number

Warsaw, Indiana 46580
City, State and Zip Code

Date March 26, 1976

See Cover Letter

SURETY

COMMERCIAL INSURANCE COMPANY OF NEWARK, NEW JERSEY
Name of Company — Print or Type

Incorporated
In the State of: NEW YORK

Address 80 MAIDEN LANE, NEW YORK, NEW YORK

Witnessed by: Douglas O'Gum

By Sarah R. Blair
Sign on this Line

SARAH R. BLAIR - ATTORNEY

Date MARCH 26, 1976

COMMERCIAL INSURANCE COMPANY

OF NEWARK, N. J.

80 Maiden Lane, New York, New York 10038

GENERAL POWER OF ATTORNEY

Know all men by these Presents, That the COMMERCIAL INSURANCE COMPANY OF NEWARK, N. J. **has made, constituted and appointed,** and by these presents does make, constitute and appoint

Donald W. Scott or Douglas A. Grim or Sarah R. Blair or James H. Zentko or Jennifer S. Lloyd
all of Terre Haute, Indiana, EACH

its true and lawful attorney for it and in its name, place, and stead to execute on behalf of the said Company, as surety, bonds, undertakings and contracts of suretyship to be given to

all obligees

provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount **the sum of** One Million ($1,000,000.) Dollars.

This Power of Attorney is granted and is signed and sealed by facsimile pursuant to the provision of the By-Laws of the Company, which provides that the Executive Committee of the Board of Directors "shall have all of the powers of the Board when the Board is not in session that can legally be delegated to it"; and pursuant to the following resolution adopted by the said Executive Committee on the 22nd day of December, 1961; both said By-Law provision and said resolution being now in full force and effect:

"RESOLVED, that the Chairman of the Board, the Vice Chairman of the Board, the President, an Executive Vice President or any Vice President of the Company, be, and that each or any of them hereby is, authorized to execute Powers of Attorney qualifying the attorney named in the given Power of Attorney to execute in behalf of COMMERCIAL INSURANCE COMPANY OF NEWARK, N. J., bonds, undertakings and all contracts of suretyship; and that any Secretary or any Assistant Secretary be, and that each or any of them hereby is, authorized to attest the execution of any such Power of Attorney, and to attach thereto the seal of the Company.

FURTHER RESOLVED, that the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached."

In Witness Whereof, the COMMERCIAL INSURANCE COMPANY OF NEWARK, N. J. has caused its official seal to be hereunto affixed, and these presents to be signed by one of its Vice Presidents and attested by one of its Secretaries this 22nd day of April, 1974.

COMMERCIAL INSURANCE COMPANY OF NEWARK, N. J.

Attest: By

Eugene P. Dougherty
Secretary

Vice-President

STATE OF NEW YORK }
COUNTY OF NEW YORK } ss.:

On this 22nd day of April, 1974, before me personally came R. K. Ruesch, to me known, who being by me duly sworn, did depose and say that he resides in New Providence, in the County of Union, State of New Jersey, at 35 Alden Road; that he is a Vice-President of the COMMERCIAL INSURANCE COMPANY OF NEWARK, N. J., the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Executive Committee of the Board of Directors of said corporation and that he signed his name thereto by like order.

FORM DPUR 5-68

CITY OF FORT WAYNE
DEPARTMENT OF PURCHASES
Number One Main St., Ft. Waynе, Ind. 46802

INVITATION

Page 1 of 7

Ref. No. 707

Date March 10, 1976

Date wanted _____

Quotations, subject to the conditions on the reverse hereof, are requested on the following list of materials, supplies, equipment or services, for the department as mentioned, with delivery to destination as shown below. Quotations shall include all charges for delivery, packing, etc. Address your reply as indicated below.*

*Mail all replies and correspondence, etc. to Att. of A.C.Lord - 423-7037 DEPARTMENT OF PURCHASES

Room 470, Number One Main St., Ft. Wayne, Ind. 46802

Address

28-880-424

Fund Appropriation No. _____

REQUIRED FOR DELIVERY TO:

Department or Division Street Department
231 South Clinton Street
Fort Wayne, Indiana 46802

Address _____

RETURN ORIGINAL TO THE CITY — RETAIN DUPLICATE COPY FOR YOUR FILE

Closing Time of Bids Monday - April 5, 1976 - 10:00 A.M.

TAXES: THE CITY IS EXEMPT FROM FEDERAL EXCISE AND INDIANA STATE SALES TAX. THE CITY'S INDIANA SALES TAX EXEMPTION CERTIFICATE NUMBER IS NO. 84608. PRICES SHOULD NOT INCLUDE THESE TAXES. See "Instructions to Bidders" No. 10 on reverse hereof for details.

TAX EXEMPT (Unless otherwise indicated)

Quantity	Unit	Materials, Supplies, Equipment or Services	Unit Price	Total Amount
		Item #1		
200,000	Gallons	(More or Less) AE-150 Chip & Seal Asphalt Emulsion (Must conform to Indiana Highway Specifications No. 902.04)		
		Item #2	*	
400	Tons	(More or Less) AP-3 85-100 Asphalt Cement (Must conform to Indiana Highway Specifications No. 902.01) * see page #3	74.78	$29,912.00
		Item #3		
200,000	Gallons	(More or Less) CRS-2 Chip & Seal Asphalt Emulsion (Cationic)		
		Item #4		
100,000	Gallons	(More or Less) CSS-1 Asphalt Emulsion (Cationic) Per Specifications Attached.		
		The award of this bid may be made on either an item by item, or on an overall basis, as we determine the most beneficial to the City.		
		Each Bidder must submit a current 1976 written Affirmative Action Program with their bid - or - have it on file with our E.E.O. Office for the current year; NOTE: Forms attached must be completed in full, if not on file in E.E.O. Office.		
		Specify which: On File: XX Attached: _____		

Bid Bond required NO ☐ YES ☐ 5% Performance Bond NO ☐ YES ☐ $2500.00

See Instruction Item No. 10 on reverse side hereof.

Terms 00 % cash discount if paid within _____ days from delivery and acceptance of goods or completion of services.

PROPOSAL OR BID

In compliance with the above invitation for bids and subject to all conditions thereof, the undersigned offers and agrees, if this bid be accepted within a reasonable time from date of closing, to furnish any or all of the items or render such services upon which prices are quoted, in accordance with the specifications applying and at the price set opposite each item.

Delivery of any or all of the items or completion of services indicated shall be made within 1 day from receipt of order.

IMPORTANT ☞ As delivery may be a deciding factor in the award of an order, it is important that bidders furnish the information requested above.

Sign Here: Paul F. Beebe Sec-Treas

Pierceton Equipment Co., Inc.
Name of Company

Per Paul F. Beebe Title Sec-Treas.

Address P. O. Box 233
Laketon, IN 46943

3-31-76

Approved by State Board of Accounts for City of Fort Wayne, 1945

GENERAL CONDITIONS, INSTRUCTIONS TO BIDDERS AND INFORMATION FOR BIDDERS

1. **Special Conditions:** Special conditions included in the Bid Document shall take precedence over any provisions stipulated hereunder.

2. **Applicable Laws:** The Revised statutes of the State of Indiana, and all City ordinances insofar as they apply to the laws of competitive bidding, contracts, and purchases, are made a part hereof.

3. **Workmen's Compensation:** Insofar as Workmen's Compensation Act is concerned, the bidder or contractor agrees to furnish an official, certificate from the Industrial Board of Indiana, showing that he is in compliance with such law, whenever such certificates are required in the Bid Document.

4. **Infringements and Indemnifications:** The bidder, if awarded an order or contract, agrees to protect, defend, and save the City harmless against any demand for payment for the use of any patented material, process, article, or device that may enter into the manufacture, construction, or form a part of the work covered by either order or contract and he further agrees to indemnify and save the City harmless from suits or actions of every nature and description brought against it, for or on account of any injuries or damages received or sustained by a party or parties, by or from any of the acts of the contractor, his servants, or agents.

   To this extent the bidder or contractor agrees to furnish adequate Public Liability and Property Damage Insurance, the amount of which will be determined by the City whenever such insurance is deemed necessary. When so required the types and amounts of insurance to be provided is set forth in the Bid Document.

5. **Pricing:** Prices should be stated in units of quantity specified in the Bid Document. In case of discrepancy in computing the amount of the bid the unit prices quoted will govern.

6. **Delivery:** Quotations should include all charges for delivery, packing, crating, containers, etc. Unless otherwise stated by the bidder prices quoted will be considered as being based on delivery to the destination designated in the Bid Document and to include all delivery and packing charges.

7. **Specifications:** Unless otherwise stated by the bidder the proposal will be considered as being in strict accordance with the specifications outlined in the Bid Document.

   References to a particular trade name, manufacturer's catalog or model number are made for descriptive purposes to guide the bidder in interpreting the requirements of the City. They should not be construed as excluding proposals on other types of materials, equipment and supplies. However the bidder, if awarded a contract, will be required to furnish the particular item referred to in the specifications or description unless a departure or substitution is clearly noted and described in the proposal.

8. **Samples:** Samples, when requested, must be furnished free of expense to the City and if not destroyed, will upon request be returned at the bidder's expense.

9. **Cash Discounts:** Time in connection with cash discount offered, will be computed from date of delivery and acceptance at final destination or from date properly executed claim voucher is received, if the latter date is later than the date of delivery and acceptance.

10. **Taxes:** The City is generally exempt from Federal Excise and Indiana State Sales Tax. Quotations must be separated to show the amount to be added for taxes of any kind if applicable. Prices should not include tax. The City will pay such taxes as are applicable to this purchase. Exemption forms will be furnished wherever necessary. Taxes wherever indicated and which are applicable to this purchase, will not be subject to any trade or cash discounts.

11. **Bid Informalities and Rejection:** The City reserves the right to waive informalities not inconsistent with law or to reject any or all bids.

12. **Award:** Unless otherwise specified in the Bid Document the City reserves the right to accept any item in the bid. Unless otherwise stated in the Bid Document bidders may submit proposals on any item or group of items, provided however that the unit prices are shown as requested.

13. **Payments:** Partial payments may be made upon presentation of properly executed claim voucher unless otherwise stated in the Bid Document. The final payment will be made by the City when the materials, supplies or equipment has been fully delivered and accepted or the work completed to the full satisfaction of the City.

14. **Bidder's Signature:** Each proposal form must be signed by the bidder with his usual signature. All signatures should be in full.
    Bids by partnership should include the names of the partners composing the partnership and must be signed by one or more of the partners in the following manner: "John Jones and James Smith, d.b.a., Smith-Jones Company, by John Jones, a partner".

    Bids by corporations must be signed with the names of the corporation, followed by the signature and designation of the president, vice-president, or person authorized to bind it in the matter.

15. The successful bidder, or contractor, agrees that he will comply with Indiana Acts 1961, chapter 208, section 10, being Burns Indiana Statute 40-2316-1961 supplement requiring such bidder, contractor, or his subcontractor not to discriminate with respect to hiring, tenure, terms, conditions, or privileges of employment because of race, color religion, national origin or ancestry.

16. Unless otherwise specifically indicated under the individual listing in the legal advertisement or invitation to bid, all bids shall be subject to the following.
    a) A Bid bond, deposit of cash, certified check or Bank Cashiers Check, in the amount specified, drawn on a solvent bank payable to the City of Fort Wayne or to the contracting division thereof.
    b) The successful bidder will be required to furnish a bond or Certified Check on a solvent bank, payable to the City of Fort Wayne or to the contracting division thereof, in the amount specified in the notice of bids wanted or the invitation to bid, as a guarantee for the faithful performance thereof.

17. **Submission and Receipt of Bids:**
    a) Proposals, to receive consideration, must be received prior to the specified time of closing as designated in the invitation.
    b) Bidders must use the Bid Document proposal form furnished by the City as none other will be accepted. Proposal forms must be returned intact. Removal of any part thereof may invalidate the bid.
    c) Bidders are requested to use the Bid Envelope if furnished by the City, or other similarly identified envelope to assure proper handling. Envelopes should be sealed when submitted with information on the face of the Bid Envelope to identify the bid, e.g., Bid Reference number and date of closing and City Agency involved.
    d) Separate proposals must be submitted on each reference number.
    e) Proposals having any erasures or corrections thereon may be rejected unless explained or noted over the signature of the bidder.

Approved Board of Public Works 19 as follows:

Approved Board of Public Works 19 as follows:

Rejected Board of Public Works 19

Item #1

Quote Price For 1976

200,000 Gallons (More or Less) AE-150 Chip & Seal Asphalt Emulsion $_____

Item #2

Quote Price for 1976

400 Tons (More or Less) AP-3 85-100 Penetration Asphalt Cement * 74.78 per ton
$ 29,912.00

Item #3

Quote Price for 1976

200,000 Gallons (More or Less) CRS-2 Chip & Seal Asphalt Emulsion (Cationic) $_____

All prices include delivery to and in our Tanks at complex located at 1700 Block of South Lafayette Street by Transport.

*Escalator Clause per letter attached dated April 2, 1976
Based on $70.00 per ton dock price.

Or firm price of 74.78 per Ton.
Phil Flinn
4-5-76

Item #4

CSS-1

MATERIAL TYPE: Chemical emulsion, cationic, asphalt-in-water.

GENERAL DESCRIPTION: Light brown, thin sirupy consistency, smooth in texture.

SPECIAL QUALITIES: Excellent coating of fine, dusty aggregates, long workability, and no need for windrowing to obtain stability for use in base stabilization, or in surface courses.

APPLICATION: Can be applied by traveling plant, cold mix plant, or blade mixing for base stabilization.
Can also be sprayed for tack coat, fog seal, dust laying and mulching.
Usually a minimum of 3% residual asphalt is necessary for base stabilization and 5% is necessary for surface courses, depending on sieve gradation of the aggregate used.

MATERIAL SPECIFICATIONS:

	MIN.	MAX.
Visc; Saybolt Furol @ 77°F, sec.	20	100
Settlement, 5 days, %		5
Sieve Test, %		0.10
Cement mixing test		2.0
Sand mixing test *	see below	
RESIDUE BY DISTILLATION % MIN	60	

TESTS ON RESIDUE

Penetration, 100 Gm., for 5 sec., 77°F	100	200
Ductility, 77°F, Cm.	40	
Solubility in trichloroethylene, %	97.5	
Ph FACTOR, POSITIVE CHARGE	3	5

All testing methods used are ASTM-D-244-72 except for the Sand Mixing Test. The Specifications are in conformity with those of all known agencies.

* Sand Mixing Test - 200 gms. of a mixture of 96% Ottawa silica sand (#50) and 4% Air floated Clay such as Stratton (United Sierra) or Volunteer (Old Hickory) is mixed with 5% water based on aggregate weight. 3% by weight of emulsion is then added and mixed until coating is complete, usually about one minute. This mix is compacted on roofing felt with a spatula and allowed to dry overnight. When dry, patty should be fully and evenly coated, with no "salt and pepper" effect. The color should be a dark grey or brown and the patty difficult to break with one finger.

AGGREGATES for base and surface mixes:
Gradation and composition can vary widely. Samples should be submitted for testing.

Quote Price for 1976

100,000 Gallons (More or Less) CSS-1 Asphalt Emulsion (Cationic) $_____ ____

NON-COLLUSION AFFIDAVIT

STATE OF INDIANA, }
Kosciusko COUNTY } SS:

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting, nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale or contract.

Carl F. Beeler Sec-Treas.
Bidder or Agent

For Pierceton Equipment Co., Inc.
Firm or Corporation

Subscribed and sworn to before me this 31 st day of March, 19 76

My Commission Expires

April 12, 1976

J. R. Smoy
Notary Public

Form DP-6
Short Form

REQUEST FOR PUBLICATION

DATE March 10, 1976

News Sentinel	×
Journal Gazette	×
Other	

Kindly publish the following advertisement on the dates as shown and issue invoice to *

* Department Street Department

Address 231 South Clinton Street
Fort Wayne, Indiana 46802

Department of Purchases
City of Fort Wayne
By [signature]

BIDS WANTED - REFERENCE NO. 707

Sealed Proposals will be received by the City of Fort Wayne at the Office of Department of Purchases, Number One Main Street, Room 470, Fort Wayne, Indiana, until Monday - April 5, 1976 - 10:00 A.M. for the following items:

200,000 Gallons (More or Less) AE-150 Chip & Seal Asphalt Emulsion
400 Tons (More or Less) AP-3 85-100 Penetration Asphalt Cement
200,000 Gallons (More or Less) CRS-2 Chip & Seal Asphalt Emulsion (Catic
100,000 Gallons (More or Less) CSS-1 Asphalt Emulsion (Cationic)

Each Bidder must submit a current 1976 written Affirmative Action Program with his or her bid - or - have it on file with our E.E.O. Office for the current year.

Bid Forms, specifications, etc., may be obtained upon application at the office and address given above.
A Bid Bond or Certified Check in the amount of $ 5% must be submitted with the bid.
The successful bidder will be required to furnish a $2500.00 Performance Bond,

Department of Purchases
City of Fort Wayne
By [redacted] A. C. Lord
Director of Purchases

INSERT 1st RUN	REPEAT 2nd RUN	Type of Advertising Required
3-19-76	3-26-76	LEGAL NOTICE ×

PROPOSAL AND BID SURETY FORM

PROPOSAL:

In compliance with the foregoing invitation to bid and subject to all of the conditions thereof the undersigned offers and agrees, if this bid is accepted within a reasonable time from date of opening of bids, to enter into a contract in accordance with the prices stated herein.

The Legal Advertisement, General Conditions, Instructions to Bidders, Information for Bidders, Special Conditions, Specifications, and Plans applying form a part of this proposal.

This proposal is supported by the following bid surety as required by law and signatures affixed thereto constitute both a proposal and bid surety executed by the bidder.

BID SURETY (REQUIRED BY LAW):

BOND FORM: (USE THIS BOND FORM—NO ALTERNATE FORM OF BOND WILL BE CONSIDERED).

KNOW ALL MEN BY THESE PRESENTS, THAT we, the undersigned, are held and firmly bound unto the City of Fort Wayne, State of Indiana, in the sum of .....

Twenty Five Hundred Dollars ($2500.00) Dollars,

to be paid on demand to said City of Fort Wayne, its successors and assigns for which payment well and truly to be made, we hereby bind ourselves, our heirs, successors, executors, and administrators, jointly and severally firmly by these presents.

The condition of this obligation is such that if the bid or proposal attached hereto and made a part hereof and submitted to the within named division of the City of Fort Wayne or its duly constituted agent, is accepted and a contract awarded to the undersigned bidder and the said bidder shall within ten (10) days after notice of said award enter into a contract with the said City of Fort Wayne, State of Indiana, and shall secure the performance of the same by bond or otherwise as may be required to the satisfaction of the City of Fort Wayne, Indiana then this obligation shall be null and void; otherwise to be in full force and effect.

If a corporate surety is furnished, it is necessary that a certificate authorizing the "attorney-in-fact" to sign the bond accompanying the same.

BID CHECK (ALTERNATE FORM OF SURETY):

Certified ☐

Cashiers ☐ Check No. ..... in the sum of .....

..... Dollars

on ..... Bank

of .....

is herewith submitted and deposited in lieu of bond under the same terms and conditions as set forth in the above bond.

Note: If Check is used as Bid Surety—Attach here.

SIGNATURES (BID SURETY AND PROPOSAL):

Witnessed by:

J. R. Strong

OTHER PARTIES INTERESTED IN THIS PROPOSAL
(See 14—Signatures under General Conditons, etc.)
List all Parties if Partnership

.....

.....

.....

.....

BIDDER AND PRINCIPAL

Pierceton Equipment Co., Inc.
Name of Bidder—Print or Type

By Saul J. Beale
Signature of Person Authorized to Sign

Title Secretary-Treasurer

P. O. Box 233
Street Name and Number

Laketon, IN 46943
City, State and Zip Code

March 31, 1976
Date

See Cover Letter

Witnessed by:

Richard Nebe

SURETY

The Ohio Casualty Insurance Company
Name of Company — Print or Type

Incorporated In the State of: Ohio

Address Hamilton, Ohio

By Ann Lassetter
Atty-in-Fact Sign on this Line

April 1, 1976
Date

CERTIFIED COPY OF POWER OF ATTORNEY

THE OHIO CASUALTY INSURANCE COMPANY

HOME OFFICE, HAMILTON, OHIO

No. 9980

Know All Men by These Presents: That THE OHIO CASUALTY INSURANCE COMPANY, in pursuance of authority granted by Article VI, Section 7 of the By-Laws of said Company, does hereby nominate, constitute and appoint:

Robert Beauchamp or Richard Neher or Robert W. Beauchamp, Jr.
or Lois Jasorka or T. A. McSpadden - - - - - - - - - - of Wabash, Indiana - - - - -
its true and lawful agent and attorney -in-fact, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed any and all BONDS, UNDERTAKINGS, and RECOGNIZANCES, not exceeding in any single instance

ONE HUNDRED THOUSAND - ($ 100,000.00 - -) Dollars, excluding, however, any bond(s) or undertaking(s) guaranteeing the payment of notes and interest thereon

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Hamilton, Ohio, in their own proper persons.

The authority granted hereunder supersedes any previous authority heretofore granted the above named attorney(s)-in-fact.

SEAL

In WITNESS WHEREOF, the undersigned, Vice-President of the said The Ohio Casualty Insurance Company has hereunto subscribed his name and affixed the Corporate Seal of the said The Ohio Casualty Insurance Company this 6th day of May 19 68.

(Signed) J. Earl Rochester
Vice-President

STATE OF OHIO, COUNTY OF BUTLER } SS.

On this 6th day of May A. D. 19 68 before the subscriber, a Notary Public of the State of Ohio, in and for the County of Butler, duly commissioned and qualified, came J. Earl Rochester, Vice-President of THE OHIO CASUALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn deposeth and saith, that he is the officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

NOTARIAL SEAL BUTLER COUNTY OHIO

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal at the City of Hamilton, State of Ohio, the day and year first above written.

(Signed) Dorothy Bibee
Notary Public in and for County of Butler, State of Ohio
My Commission expires December 9, 1971.

This power of attorney is granted under and by authority of Article VI, Section 7 of the By-Laws of the Company, adopted by its directors on April 2, 1954, extracts from which read:

"ARTICLE VI"

"Section 7. Appointment of Attorney-in-Fact, etc. The chairman of the board, the president, any vice-president, the secretary or any assistant secretary shall be and is hereby vested with full power and authority to appoint attorneys-in-fact for the purpose of signing the name of the Company as surety to, and to execute, attach the corporate seal, acknowledge and deliver any and all bonds, recognizances, stipulations, undertakings or other instruments of suretyship and policies of insurance to be given in favor of any individual, firm, corporation, or the official representative thereof, or to any county or state, or any official board or boards of county or state, or the United States of America, or to any other political subdivision."

This instrument is signed and sealed by facsimile as authorized by the following Resolution adopted by the directors of the Company on May 27, 1970:

"RESOLVED that the signature of any officer of the Company authorized by Article VI Section 7 of the by-laws to appoint attorneys in fact, the signature of the Secretary or any Assistant Secretary certifying to the correctness of any copy of a power of attorney and the seal of the Company may be affixed by facsimile to any power of attorney or copy thereof issued on behalf of the Company. Such signatures and seal are hereby adopted by the Company as original signatures and seal, to be valid and binding upon the Company with the same force and effect as though manually affixed."

CERTIFICATE

I, the undersigned Assistant Secretary of The Ohio Casualty Insurance Company, do hereby certify that the foregoing power of attorney, Article VI Section 7 of the by-laws of the Company and the above Resolution of its Board of Directors are true and correct copies and are in full force and effect on this date.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Company this 1st day of April A. D., 19 76

SEAL

Assistant Secretary

S-4300-C

PIERCETON EQUIPMENT COMPANY, INC.
P. O. BOX 233
LAKETON, INDIANA 46943
TELEPHONE 219 982-2175
DIAMOND REO SALES & SERVICE
PETROLEUM PRODUCTS - ASPHALT - ROAD OILS

April 2, 1976

The Bidder shall have the right to increase the contract price in an amount equal to the bidder's increase in costs of materials and supplies occuring subsequent to the date on which such bid is submitted (hereinafter referred to as "Base Date") to the board having authority to award contracts. Any increase (or decrease) in the bidder's cost of materials and supplies after the base date whenever such price change occurs, and shall be verified by proper documents furnished to the responsible awarding board which shall include proof of price to the bidder from the bidder's source of supply.

Bidder may reserve the right to allocate its product to its customers in a fair and equitable manner, if necessary, due to the reduction of the allocation from the source of supply to the bidder in accordance with any directives for mandatory allocation issued by an appropriate agency of the Federal government.

Bidder reserves the right to increase freight charges or add surcharges authorized by Federal or State agency laws.

PIERCETON EQUIPMENT COMPANY, INC.

Paul F. Beebe

Paul F. Beebe
SECRETARY-TREASURER

CITY OF FORT WAYNE

DEPARTMENT OF PURCHASES

Number One Main St., Ft. Wayne, Ind. 46802

INVITATION

Page 1 of 7

Ref. No. 707

Date March 10, 1976

Quotations, subject to the conditions on the reverse hereof, are requested on the following list of materials, supplies, equipment or services, for the department as mentioned, with delivery to destination as shown below. Quotations shall include all charges for delivery, packing, etc. Address your reply as indicated below.*

*Mail all replies and correspondence, etc. to Att. of A.C. Lord - 423-7037 DEPARTMENT OF PURCHASES

Address 470 Room [illegible], Number One Main St., Ft. Wayne, Ind. 46802

Date wanted

REQUIRED FOR DELIVERY TO:

Department or Division Street Department

231 South Clinton Street

Address Fort Wayne, Indiana 46802

28-880-424

Fund Appropriation No.

RETURN ORIGINAL TO THE CITY — RETAIN DUPLICATE COPY FOR YOUR FILE

Closing Time of Bids Monday - April 5, 1976 - 10:00 A.M.

TAXES: THE CITY IS EXEMPT FROM FEDERAL EXCISE AND INDIANA STATE SALES TAX. THE CITY'S INDIANA SALES TAX EXEMPTION CERTIFICATE NUMBER IS NO. 84608. PRICES SHOULD NOT INCLUDE THESE TAXES. See "Instructions to Bidders" No. 10 on reverse hereof for details.

TAX EXEMPT (Unless otherwise indicated)

Quantity	Unit	Materials, Supplies, Equipment or Services	Unit Price	Total Amount
		Item #1		
200,000	Gallons	(More or Less) AE-150 Chip & Seal Asphalt Emulsion (Must conform to Indiana Highway Specifications No. 902.04)	$0.3775	$75,500.00
		Item #2		
400	Tons	(More or Less) AP-3 85-100 Asphalt Cement (Must conform to Indiana Highway Specifications No. 902.01)		
		Item #3		
200,000	Gallons	(More or Less) CRS-2 Chip & Seal Asphalt Emulsion (Cationic)	$0.3775	$75,500.00
		Item #4		
100,000	Gallons	(More or Less) CSS-1 Asphalt Emulsion (Cationic) Per Specifications Attached.	$0.3775	$37,750.00
		The award of this bid may be made on either an item by item, or on an overall basis, as we determine the most beneficial to the City.		
		Each Bidder must submit a current 1976 written Affirmative Action Program with their bid - or - have it on file with our E.E.O. Office for the current year; NOTE: Forms attached must be completed in full, if not on file in E.E.O. Office.		
		Specify which: On File: ____ Attached: ✓		

Bid Bond required NO ☐ YES ☐ 5% Performance Bond NO ☐ YES ☐ $2500.00

See Instruction Item No. 16 on reverse side hereof.

Terms ____% cash discount if paid within ____ days from delivery and acceptance of goods or completion of services.

PROPOSAL OR BID

In compliance with the above invitation for bids and subject to all conditions thereof, the undersigned offers and agrees, if this bid be accepted within a reasonable time from date of closing, to furnish any or all of the items or render such services upon which prices are quoted, in accordance with the specifications applying and at the price set opposite each item.

Delivery of any or all of the items or completion of services indicated shall be made within ____ days from receipt of order.

IMPORTANT — As delivery may be a deciding factor in the award of an order, it is important that bidders furnish the information requested above.

Sign Here: Emulsified Asphalts Inc.

A Subsidiary of Koppers Co. Inc.

Name of Company

For Donald M. Clarke Title Sales Rep.

Address 4500 S. Mason Ave

Chicago, Ill. 60638 773-7676

City Date

Unsuccessful

Published by Public Board of Purchase For City of Fort Wayne, 1949

GENERAL CONDITIONS, INSTRUCTIONS TO BIDDERS AND INFORMATION FOR BIDDERS

1. **Special Conditions:** Special conditions included in the Bid Document shall take precedence over any provisions stipulated hereunder.

2. **Applicable Laws:** The Revised statutes of the State of Indiana, and all City ordinances insofar as they apply to the laws of competitive bidding, contracts, and purchases, are made a part hereof.

3. **Workmen's Compensation:** Insofar as Workmen's Compensation Act is concerned, the bidder or contractor agrees to furnish an official certificate from the Industrial Board of Indiana, showing that he is in compliance with such law, whenever such certificates are required in the Bid Document.

4. **Infringements and Indemnifications:** The bidder, if awarded an order or contract, agrees to protect, defend, and save the City harmless against any demand for payment for the use of any patented material, process, article, or device that may enter into the manufacture, construction, or form a part of the work covered by either order or contract and he further agrees to indemnify and save the City harmless from suits or actions of every nature and description brought against it, for or on account of any injuries or damages received or sustained by a party or parties, by or from any of the acts of the contractor, his servants, or agents.

   To this extent the bidder or contractor agrees to furnish adequate Public Liability and Property Damage Insurance, the amount of which will be determined by the City whenever such insurance is deemed necessary. When so required the types and amounts of insurance to be provided is set forth in the Bid Document.

5. **Pricing:** Prices should be stated in units of quantity specified in the Bid Document. In case of discrepancy in computing the amount of the bid the unit prices quoted will govern.

6. **Delivery:** Quotations should include all charges for delivery, packing, crating, containers, etc. Unless otherwise stated by the bidder prices quoted will be considered as being based on delivery to the destination designated in the Bid Document and to include all delivery and packing charges.

7. **Specifications:** Unless otherwise stated by the bidder the proposal will be considered as being in strict accordance with the specifications outlined in the Bid Document.

   References to a particular trade name, manufacturer's catalog or model number are made for descriptive purposes to guide the bidder in interpreting the requirements of the City. They should not be construed as excluding proposals on other types of materials, equipment and supplies. However the bidder, if awarded a contract, will be required to furnish the particular item referred to in the specifications or description unless a departure or substitution is clearly noted and described in the proposal.

8. **Samples:** Samples, when requested, must be furnished free of expense to the City and if not destroyed, will upon request be returned at the bidder's expense.

9. **Cash Discounts:** Time in connection with cash discount offered, will be computed from date of delivery and acceptance at final destination or from date properly executed claim voucher is received, if the latter date is later than the date of delivery and acceptance.

10. **Taxes:** The City is generally exempt from Federal Excise and Indiana State Sales Tax. Quotations must be separated to show the amount to be added for taxes of any kind if applicable. Prices should not include tax. The City will pay such taxes as are applicable to this purchase. Exemption forms will be furnished wherever necessary. Taxes wherever indicated and which are applicable to this purchase, will not be subject to any trade or cash discounts.

11. **Bid Informalities and Rejection:** The City reserves the right to waive informalities not inconsistent with law or to reject any or all bids.

12. **Awards:** Unless otherwise specified in the Bid Document the City reserves the right to accept any item in the bid. Unless otherwise stated in the Bid Document bidders may submit proposals on any item or group of items, provided however that the unit prices are shown as requested.

13. **Payments:** Partial payments may be made upon presentation of properly executed claim voucher unless otherwise stated in the Bid Document. The final payment will be made by the City when the materials, supplies or equipment has been fully delivered and accepted or the work completed to the full satisfaction of the City.

14. **Bidder's Signature:** Each proposal form must be signed by the bidder with his usual signature. All signatures should be in full.
    Bids by partnership should include the names of the partners composing the partnership and must be signed by one or more of the partners in the following manner: "John Jones and James Smith, d.b.a., Smith-Jones Company, by John Jones, a partner".

    Bids by corporations must be signed with the names of the corporation, followed by the signature and designation of the president, vice-president, or person authorized to bind it in the matter.

15. The successful bidder, or contractor, agrees that he will comply with Indiana Acts 1961, chapter 203, section 10, being Burns Indiana Statute 40-2313-1964 supplement requiring such bidder, contractor, or his subcontractor not to discriminate with respect to hiring, tenure, terms, conditions, or privileges of employment because of race, color religion, national origin or ancestry.

16. Unless otherwise specifically indicated under the individual listing in the legal advertisement or invitation to bid, all bids shall be subject to the following.
    a) A Bid bond, deposit of cash, certified check or Bank Cashiers Check, in the amount specified, drawn on a solvent bank payable to the City of Fort Wayne or to the contracting division thereof.
    b) The successful bidder will be required to furnish a bond or Certified Check on a solvent bank, payable to the City of Fort Wayne or to the contracting division thereof, in the amount specified in the notice of bids wanted or the invitation to bid, as a guarantee for the faithful performance thereof.

17. **Submission and Receipt of Bids:**
    a) Proposals, to receive consideration, must be received prior to the specified time of closing as designated in the invitation.
    b) Bidders must use the Bid Document proposal form furnished by the City as none other will be accepted. Proposal forms must be returned intact. Removal of any part thereof may invalidate the bid.
    c) Bidders are requested to use the Bid Envelope if furnished by the City, or other similarly identified envelope to assure proper handling. Envelopes should be sealed when submitted with information on the face of the Bid Envelope to identify the bid, e.g., Bid Reference number and date of closing and City Agency involved.
    d) Separate proposals must be submitted on each reference number.
    e) Proposals having any erasures or corrections thereon may be rejected unless explained or noted over the signature of the bidder.

Date ____ 19____ as follows:

Date ____ 19____ as follows:

Accepted Board-Committee Rejected Board of Purchase, etc.

Item #1

Quote Price For 1976

200,000 Gallons (More or Less) AE-150 Chip & Seal Asphalt Emulsion $0.3775 $75,500.00

Item #2

Quote Price for 1976

400 Tons (More or Less) AP-3 85-100 Penetration Asphalt Cement $_____

Item #3

Quote Price for 1976

200,000 Gallons (More or Less) CRS-2 Chip & Seal Asphalt Emulsion (Cationic) $0.3775 $75,500.00

All prices include delivery to and in our Tanks at complex located at 1700 Block of South Lafayette Street by Transport.

Item #4

CSS-1

MATERIAL TYPE: Chemical emulsion, cationic, osphalt-in-water.

GENERAL DESCRIPTION: Light brown, thin sirupy consistency, smooth in texture.

SPECIAL QUALITIES: Excellent coating of fine, dusty aggregates, long workability, and no need for windrowing to obtain stability for use in base stabilization, or in surface courses.

APPLICATION: Can be applied by traveling plant, cold mix plant, or blade mixing for base stabilization.
Can also be sprayed for tack coat, fog seal, dust laying and mulching.
Usually a minimum of 3% residual asphalt is necessary for base stabilization and 5% is necessary for surface courses, depending on sieve gradation of the aggregate used.

MATERIAL SPECIFICATIONS:

	MIN.	MAX.
Visc; Saybolt Furol @ 77°F, sec.	20	100
Settlement, 5 days, %		5
Sieve Test, %		0.10
Cement mixing test		2.0
Sand mixing test *	see below	
RESIDUE BY DISTILLATION % MIN	60	

TESTS ON RESIDUE

Penetration, 100 Gm., for 5 sec., 77°F	100	200
Ductility, 77°F, Cm.	40	
Solubility in trichloroethylene, %	97.5	
Ph FACTOR, POSITIVE CHARGE	3	5

All testing methods used are ASTM-D-244-72 except for the Sand Mixing Test. The Specifications are in conformity with those of all known agencies.

* Sand Mixing Test - 200 gms. of a mixture of 96% Ottawa silica sand (#50) and 4% Air floated Clay such as Stratton (United Sierra) or Volunteer (Old Hickory) is mixed with 5% water based on aggregate weight. 3% by weight of emulsion is then added and mixed until coating is complete, usually about one minute. This mix is compacted on roofing felt with a spatula and allowed to dry overnight. When dry, patty should be fully and evenly coated, with no "salt and pepper" effect. The color should be a dark grey or brown and the patty difficult to break with one finger.

AGGREGATES for base and surface mixes:
Gradation and composition can vary widely. Samples should be submitted for testing.

Quote Price for 1976

100,000 Gallons (More or Less) CSS-1 Asphalt Emulsion (Cationic) $ 0.3975 $39,750.00

NON-COLLUSION AFFIDAVIT

STATE OF ILLINOIS }
COOK COUNTY } SS:

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting, nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale or contract.

David M. Yates

David M. Yates
Bidder or Agent

For Emulsified Asphalts, Inc.
Firm or Corporation Subsidiary of Koppers Inc.

Subscribed and sworn to before me this 30th day of March, 1976

My Commission Expires 4/3/77

Alice C. Phillips

Form DP-6
Short Form

REQUEST FOR PUBLICATION

News Sentinel	×
Journal Gazette	×
Other	

DATE March 10, 1976

Kindly publish the following advertisement on the dates as shown and issue invoice to *

* Department Street Department

Address 231 South Clinton Street
~~Fort Wayne, Indiana 46802~~

Department of Purchases
City of Fort Wayne
By A. C. Lord

BIDS WANTED -- REFERENCE NO. 707

Sealed Proposals will be received by the City of Fort Wayne at the Office of Department of Purchases, Number One Main Street, Room 470, Fort Wayne, Indiana, until Monday - April 5, 1976 - 10:00 A.M. for the following items:

200,000 Gallons (More or Less) AE-150 Chip & Seal Asphalt Emulsion
400 Tons (More or Less) AP-3 85-100 Penetration Asphalt Cement
200,000 Gallons (More or Less) CRS-2 Chip & Seal Asphalt Emulsion (Cation
100,000 Gallons (More or Less) CSS-1 Asphalt Emulsion (Cationic)

Each Bidder must submit a current 1976 written Affirmative Action Program with his or her bid - or - have it on file with our E.E.O. Office for the current year.

Bid Forms, specifications, etc., may be obtained upon application at the office and address given above.
A Bid Bond or Certified Check in the amount of $ 5% must be submitted with the bid.
The successful bidder will be required to furnish a $2500.00 Performance Bond,

Department of Purchases
City of Fort Wayne
By A. C. Lord
Director of Purchases

INSERT 1st RUN	REPEAT 2nd RUN	Type of Advertising Required
3-19-76	3-26-76	LEGAL NOTICE ×

PROPOSAL AND BID SURETY FORM

PROPOSAL:

In compliance with the foregoing invitation to bid and subject to all of the conditions thereof the undersigned offers and agrees, if this bid is accepted within a reasonable time from date of opening of bids, to enter into a contract in accordance with the prices stated herein.

The Legal Advertisement, General Conditions, Instructions to Bidders, Information for Bidders, Special Conditions, Specifications, and Plans applying form a part of this proposal.

This proposal is supported by the following bid surety as required by law and signatures affixed thereto constitute both a proposal and bid surety executed by the bidder.

BID SURETY (REQUIRED BY LAW):

BOND FORM: (USE THIS BOND FORM—NO ALTERNATE FORM OF BOND WILL BE CONSIDERED).

KNOW ALL MEN BY THESE PRESENTS, THAT we, the undersigned, are held and firmly bound unto the City of Fort Wayne, State of Indiana, in the sum of 10,000 Dollars, to be paid on demand to said City of Fort Wayne, its successors and assigns for which payment well and truly to be made, we hereby bind ourselves, our heirs, successors, executors, and administrators, jointly and severally firmly by these presents.

The condition of this obligation is such that if the bid or proposal attached hereto and made a part hereof and submitted to the within named division of the City of Fort Wayne or its duly constituted agent, is accepted and a contract awarded to the undersigned bidder and the said bidder shall within ten (10) days after notice of said award enter into a contract with the said City of Fort Wayne, State of Indiana, and shall secure the performance of the same by bond or otherwise as may be required to the satisfaction of the City of Fort Wayne, Indiana then this obligation shall be null and void; otherwise to be in full force and effect.

BID CHECK (ALTERNATE FORM OF SURETY): **If a corporate surety is furnished, it is necessary that a certificate authorizing the "attorney-in-fact" to sign the bond accompanying the same.**

Certified ☐

Cashiers ☐ Check No. ..... in the sum of ..... Dollars

on ..... Bank

of .....

is herewith submitted and deposited in lieu of bond under the same terms and conditions as set forth in the above bond.

Note: If Check is used as Bid Surety—Attach here.

SIGNATURES (BID SURETY AND PROPOSAL):

Witnessed by:

.....

OTHER PARTIES INTERESTED IN THIS PROPOSAL
(See 14— Signatures under General Conditons, etc.)
List all Parties if Partnership

.....

.....

.....

.....

.....

BIDDER AND PRINCIPAL

Emulsified Asphalts Inc.
A Subsidiary of Koppers Inc.
Name of Bidder—Print or Type

By David M. Gales
Signature of Person Authorized to Sign

Title Sales Rep.

4900 S. Mason Ave.
Street Name and Number

Chicago, Ill. 60638
City, State and Zip Code

Date 4-5-76

← See Cover Letter

Witnessed by:

.....

SURETY

.....
Name of Company — Print or Type

Incorporated
In the State of: .....

Address .....

By .....
Sign on this Line

CHUBB & SON INC.
Manager
100 William Street, New York, N.Y. 10038

FEDERAL INSURANCE COMPANY

BID BOND

Bond No. IND 76-2 Amount $ 10,000.00

Know All Men By These Presents,

That we, Emulsified Asphalts, Inc, a Subsidiary of the Koppers Company Inc.

(hereinafter called the "Principal"), as Principal, and the FEDERAL INSURANCE COMPANY, of the City of New York, New York, a corporation duly organized under the laws of the State of New Jersey, (hereinafter called the "Surety"), as Surety, are held and firmly bound unto

the City of Fort Wayne, Indiana

(hereinafter called the "Obligee"),

in the sum of Ten Thousand and 00/100 Dollars ($ 10,000.00), for the payment of which sum, well and truly to be made, we, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 30th day of March, A. D. nineteen hundred and Seventy Six

WHEREAS, the Principal has submitted a bid, dated March 31, 19 76, for Bituminous Paving Materials

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a contract with the Obligee in accordance with such bid and give bond with good and sufficient surety for the faithful performance of such contract, or in the event of the failure of the Principal to enter into such contract and give such bond, if the Principal shall pay to the Obligee the difference, not to exceed the penalty hereof, between the amount specified in said bid and the amount for which the Obligee may legally contract with another party to perform the work covered by said bid, if the latter amount be in excess of the former, then this obligation shall be null and void, otherwise to remain in full force and effect.

Emulsified Asphalts, Inc
A Subsidiary of the Koppers Company, Inc

Principal

FORM DP2B 3-68

CITY OF FORT WAYNE

DEPARTMENT OF PURCHASES

Number One Main St., Ft. Wayne, Ind. 46802

INVITATION

Page 1 of 7

Ref. No. 707

Date March 10, 1976

Date wanted

Quotations, subject to the conditions on the reverse hereof, are requested on the following list of materials, supplies, equipment or services, for the department as mentioned, with delivery to destination as shown below. Quotations shall include all charges for delivery, packing, etc. Address your reply as indicated below.

*Mail all replies and correspondence, etc. to Att. of A.C. Lord - 423-7037 DEPARTMENT OF PURCHASES

Address 470 Room [illegible], Number One Main St., Ft. Wayne, Ind. 46802

REQUIRED FOR DELIVERY TO:

Department or Division Street Department

Address 231 South Clinton Street
Fort Wayne, Indiana 46802

Fund Appropriation No. 28-880-424

RETURN ORIGINAL TO THE CITY—RETAIN DUPLICATE COPY FOR YOUR FILE

Closing Time of Bids Monday - April 5, 1976 - 10:00 A.M.

TAXES: THE CITY IS EXEMPT FROM FEDERAL EXCISE AND INDIANA STATE SALES TAX. THIS CITY'S INDIANA SALES TAX EXEMPTION CERTIFICATE NUMBER IS NO. 24698. PRICES SHOULD NOT INCLUDE THESE TAXES. See "Instructions to Bidders" No. 10 on reverse hereof for details.

TAX EXEMPT (Unless otherwise indicated)

Quantity	Unit	Materials, Supplies, Equipment or Services	Unit Price	Total Amount
200,000	Gallons	Item #1 (More or Less) AE-150 Chip & Seal Asphalt Emulsion (Must conform to Indiana Highway Specifications No. 902.04)	NO BID	
400	Tons	Item #2 (More or Less) AP-3 85-100 Asphalt Cement (Must conform to Indiana Highway Specifications No. 902.01)	NO BID	
200,000	Gallons	Item #3 (More or Less) CRS-2 Chip & Seal Asphalt Emulsion (Cationic)	$.395	$79,000.00
100,000	Gallons	Item #4 (More or Less) CSS-1 Asphalt Emulsion (Cationic) Per Specifications Attached.	$.395	$39,500.00
		The award of this bid may be made on either an item by item, or on an overall basis, as we determine the most beneficial to the City.		
		Each Bidder must submit a current 1976 written Affirmative Action Program with their bid - or - have it on file with our E.E.O. Office for the current year; NOTE: Forms attached must be completed in full, if not on file in E.E.O. Office.		
		Specify which: On File:_____ Attached: X		

Bid Bond required ☐ NO ☐ YES 5% Performance Bond ☐ NO ☐ YES $2500.00

See Instruction Item No. 15 on reverse side hereof.

Terms Net % cash discount if paid within 30 days from delivery and acceptance of goods or completion of services.

PROPOSAL OR BID

In compliance with the above invitation for bids and subject to all conditions thereof, the undersigned offers and agrees, if this bid be accepted within n consecutive days from date of closing, to furnish any or all of the items or render such services upon which prices are quoted, in accordance with the specifications appearing and at the price set opposite each item.

Delivery of any or all of the items or completion of services indicated shall be made within 4 days from receipt of order.

IMPORTANT As delivery may be a deciding factor in the award of an order, it is important that bidders furnish the information requested above.

Sign Here: Dayton Oil Co. Inc.

Name of Company

Per X

Address 324 E. West End Ave.

City Dayton Ohio 45427

Unsuccessful

GENERAL CONDITIONS, INSTRUCTIONS TO BIDDERS AND INFORMATION FOR BIDDERS

1. **Special Conditions:** Special conditions included in the Bid Document shall take precedence over any provisions stipulated hereunder.

2. **Applicable Laws:** The Revised statutes of the State of Indiana, and all City ordinances insofar as they apply to the laws of competitive bidding, contracts, and purchases, are made a part hereof.

3. **Workmen's Compensation:** Insofar as Workmen's Compensation Act is concerned, the bidder or contractor agrees to furnish an official, certificate from the Industrial Board of Indiana, showing that he is in compliance with such law, whenever such certificates are required in the Bid Document.

4. **Infringements and Indemnifications:** The bidder, if awarded an order or contract, agrees to protect, defend, and save the City harmless against any demand for payment for the use of any patented material, process, article, or device that may enter into the manufacture, construction, or form a part of the work covered by either order or contract and he further agrees to indemnify and save the City harmless from suits or actions of every nature and description brought against it, for or on account of any injuries or damages received or sustained by a party or parties, by or from any of the acts of the contractor, his servants, or agents.

   To this extent the bidder or contractor agrees to furnish adequate Public Liability and Property Damage Insurance, the amount of which will be determined by the City whenever such insurance is deemed necessary. When so required the types and amounts of insurance to be provided is set forth in the Bid Document.

5. **Pricing:** Prices should be stated in units of quantity specified in the Bid Document. In case of discrepancy in computing the amount of the bid the unit prices quoted will govern.

6. **Delivery:** Quotations should include all charges for delivery, packing, crating, containers, etc. Unless otherwise stated by the bidder prices quoted will be considered as being based on delivery to the destination designated in the Bid Document and to include all delivery and packing charges.

7. **Specifications:** Unless otherwise stated by the bidder the proposal will be considered as being in strict accordance with the specifications outlined in the Bid Document.

   References to a particular trade name, manufacturer's catalog or model number are made for descriptive purposes to guide the bidder in interpreting the requirements of the City. They should not be construed as excluding proposals on other types of materials, equipment and supplies. However the bidder, if awarded a contract, will be required to furnish the particular item referred to in the specifications or description unless a departure or substitution is clearly noted and described in the proposal.

8. **Samples:** Samples, when requested, must be furnished free of expense to the City and if not destroyed, will upon request be returned at the bidder's expense.

9. **Cash Discounts:** Time in connection with cash discount offered, will be computed from date of delivery and acceptance at final destination or from date properly executed claim voucher is received, if the latter date is later than the date of delivery and acceptance.

10. **Taxes:** The City is generally exempt from Federal Excise and Indiana State Sales Tax. Quotations must be separated to show the amount to be added for taxes of any kind if applicable. Prices should not include tax. The City will pay such taxes as are applicable to this purchase. Exemption forms will be furnished wherever necessary. Taxes wherever indicated and which are applicable to this purchase, will not be subject to any trade or cash discounts.

11. **Bid Informalities and Rejection:** The City reserves the right to waive informalities not inconsistent with law or to reject any or all bids.

12. **Award:** Unless otherwise specified in the Bid Document the City reserves the right to accept any item in the bid. Unless otherwise stated in the Bid Document bidders may submit proposals on any item or group of items, provided however that the unit prices are shown as requested.

13. **Payments:** Partial payments may be made upon presentation of properly executed claim voucher unless otherwise stated in the Bid Document. The final payment will be made by the City when the materials, supplies or equipment has been fully delivered and accepted or the work completed to the full satisfaction of the City.

14. **Bidder's Signature:** Each proposal form must be signed by the bidder with his usual signature. All signatures should be in full.
    Bids by partnership should include the names of the partners composing the partnership and must be signed by one or more of the partners in the following manner: "John Jones and James Smith, d.b.a., Smith-Jones Company, by John Jones, a partner".

    Bids by corporations must be signed with the names of the corporation, followed by the signature and designation of the president, vice-president, or person authorized to bind it in the matter.

15. **The successful bidder,** or contractor, agrees that he will comply with Indiana Acts 1961, chapter 298, section 10, being Burns Indiana Statute 40-2315-1961 supplement requiring such bidder, contractor, or his subcontractor not to discriminate with respect to hiring, tenure, terms, conditions, or privileges of employment because of race, color religion, national origin or ancestry.

16. **Unless otherwise specifically indicated** under the individual listing in the legal advertisement or invitation to bid, all bids shall be subject to the following.
    a) A Bid bond, deposit of cash, certified check or Bank Cashiers Check, in the amount specified, drawn on a solvent bank payable to the City of Fort Wayne or to the contracting division thereof.
    b) The successful bidder will be required to furnish a bond or Certified Check on a solvent bank, payable to the City of Fort Wayne or to the contracting division thereof, in the amount specified in the notice of bids wanted or the invitation to bid, as a guarantee for the faithful performance thereof.

17. **Submission and Receipt of Bids:**
    a) Proposals, to receive consideration, must be received prior to the specified time of closing as designated in the invitation.
    b) Bidders must use the Bid Document proposal form furnished by the City as none other will be accepted. Proposal forms must be returned intact. Removal of any part thereof may invalidate the bid.
    c) Bidders are requested to use the Bid Envelope if furnished by the City, or other similarly identified envelope to assure proper handling. Envelopes should be sealed when submitted with information on the face of the Bid Envelope to identify the bid, e.g., Bid Reference number and date of closing and City Agency involved.
    d) Separate proposals must be submitted on each reference number.
    e) Proposals having any erasure or corrections thereon may be rejected unless explained or noted over the signature of the bidder.

Accepted: Date ____ 19__ as follows:
Rejected: Date ____ 19__ as follows:
Board-Commissioners Book of Proceedings, etc.

Item #1

Quote Price For 1976

200,000 Gallons (More or Less) AE-150 Chip & Seal Asphalt Emulsion $ NO BID

Item #2

Quote Price for 1976

400 Tons (More or Less) AP-3 85-100 Penetration Asphalt Cement $ NO BID

Item #3

Quote Price for 1976

200,000 Gallons (More or Less) CRS-2 Chip & Seal Asphalt Emulsion (Cationic) at $.395/gal $ 79,000.00

All prices include delivery to and in our Tanks at complex located at 1700 Block of South Lafayette Street by Transport.

Item #4

CSS-1

MATERIAL TYPE: Chemical emulsion, cationic, asphalt-in-water.

GENERAL DESCRIPTION: Light brown, thin sirupy consistency, smooth in texture.

SPECIAL QUALITIES: Excellent coating of fine, dusty aggregates, long workability, and no need for windrowing to obtain stability for use in base stabilization, or in surface courses.

APPLICATION: Can be applied by traveling plant, cold mix plant, or blade mixing for base stabilization.
Can also be sprayed for tack coat, fog seal, dust laying and mulching.
Usually a minimum of 3% residual asphalt is necessary for base stabilization and 5% is necessary for surface courses, depending on sieve gradation of the aggregate used.

MATERIAL SPECIFICATIONS:

	MIN.	MAX.
Visc; Saybolt Furol @ 77°F, sec.	20	100
Settlement, 5 days, %		5
Sieve Test, %		0.10
Cement mixing test		2.0
Sand mixing test *	see below	
RESIDUE BY DISTILLATION % MIN	60	
TESTS ON RESIDUE		
Penetration, 100 Gm., for 5 sec., 77°F	100	200
Ductility, 77°F, Cm.	40	
Solubility in trichloroethylene, %	97.5	
Ph FACTOR, POSITIVE CHARGE	3	5

All testing methods used are ASTM-D-244-72 except for the Sand Mixing Test. The Specifications are in conformity with those of all known agencies.

* Sand Mixing Test - 200 gms. of a mixture of 96% Ottawa silica sand (±50) and 4% Air floated Clay such as Stratton (United Sierra) or Volunteer (Old Hickory) is mixed with 5% water based on aggregate weight. 3% by weight of emulsion is then added and mixed until coating is complete, usually about one minute. This mix is compacted on roofing felt with a spatula and allowed to dry overnight. When dry, patty should be fully and evenly coated, with no "salt and pepper" effect. The color should be a dark grey or brown and the patty difficult to break with one finger.

AGGREGATES for base and surface mixes:
Gradation and composition can vary widely. Samples should be submitted for testing.

Quote Price for 1976

100,000 Gallons (More or Less) CSS-1 Asphalt Emulsion (Cationic) at $.395/gal $39,500.00

NON-COLLUSION AFFIDAVIT

STATE OF INDIANA, }
Allen COUNTY } SS:

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting, nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale or contract.

[signature]
Bidder or Agent

For Cerro Oil Co., Inc.
Firm or Corporation

Subscribed and sworn to before me this 31st day of March, 1976.

My Commission Expires

9/13/80

[signature]
RALPH E. ROLFE, Notary Public
In and for Montgomery County, Ohio
My Commission Expires Sept 13, 1978

PROPOSAL AND BID SURETY FORM

PROPOSAL:

In compliance with the foregoing invitation to bid and subject to all of the conditions thereof the undersigned offers and agrees, if this bid is accepted within a reasonable time from date of opening of bids, to enter into a contract in accordance with the prices stated herein.

The Legal Advertisement, General Conditions, Instructions to Bidders, Information for Bidders, Special Conditions, Specifications, and Plans applying form a part of this proposal.

This proposal is supported by the following bid surety as required by law and signatures affixed thereto constitute both a proposal and bid surety executed by the bidder.

BID SURETY (REQUIRED BY LAW):

BOND FORM: (USE THIS BOND FORM—NO ALTERNATE FORM OF BOND WILL BE CONSIDERED).

KNOW ALL MEN BY THESE PRESENTS, THAT we, the undersigned, are held and firmly bound unto the City of Fort Wayne, State of Indiana, in the sum of Five thousand nine hundred twenty-five and no/100----------($5,925.00)---Dollars, to be paid on demand to said City of Fort Wayne, its successors and assigns for which payment well and truly to be made, we hereby bind ourselves, our heirs, successors, executors, and administrators, jointly and severally firmly by these presents.

The condition of this obligation is such that if the bid or proposal attached hereto and made a part hereof and submitted to the within named division of the City of Fort Wayne or its duly constituted agent, is accepted and a contract awarded to the undersigned bidder and the said bidder shall within ten (10) days after notice of said award enter into a contract with the said City of Fort Wayne, State of Indiana, and shall secure the performance of the same by bond or otherwise as may be required to the satisfaction of the City of Fort Wayne, Indiana then this obligation shall be null and void; otherwise to be in full force and effect.

BID CHECK (ALTERNATE FORM OF SURETY): If a corporate surety is furnished, it is necessary that a certificate authorizing the "attorney-in-fact" to sign the bond accompanying the same.

Certified ☐

Cashiers ☐ Check No. ..... in the sum of .....

.....Dollars

on ..... Bank

of .....

is herewith submitted and deposited in lieu of bond under the same terms and conditions as set forth in the above bond.

Note: If Check is used as Bid Surety—Attach here.

SIGNATURES (BID SURETY AND PROPOSAL):

Witnessed by:

Ralph E. Rolfe

OTHER PARTIES INTERESTED IN THIS PROPOSAL
(See 14—Signatures under General Conditons, etc.)
List all Parties if Partnership

.....

.....

.....

.....

.....

BIDDER AND PRINCIPAL

Clark Oil Company, Inc.
Name of Bidder—Print or Type

By Carol J. Clark
Signature of Person Authorized to Sign

Title Vice Pres.

300 South Western Avenue
Street Name and Number

Darien, Ill. 60561
City, State and Zip Code

Date March 31, 1976

See Cover Letter

Witnessed by:

Ralph E. Rolfe

RALPH E. ROLFE, Notary Public
In and for Montgomery County, Ohio
My Commission Expires Sept 13, 1978

SURETY

The Ohio Casualty Insurance Co.,
Name of Company — Print or Type

Incorporated
In the State of: Ohio

Address Hamilton, Ohio

By Florence E. Chaffins
Sign on this Line

Florence E. Chaffins, Att'y-in-fact

Date March 31, 1976

CERTIFIED COPY OF POWER OF ATTORNEY

THE OHIO CASUALTY INSURANCE COMPANY

HOME OFFICE, HAMILTON, OHIO

No. 10-756

Know All Men by These Presents: That THE OHIO CASUALTY INSURANCE COMPANY, in pursuance of authority granted by Article VI, Section 7 of the By-Laws of said Company, does hereby nominate, constitute and appoint:

Florence E. Charkins - - - - - - - - - - - - - of Dayton, Ohio - - - - -

its true and lawful agent and attorney -in-fact, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed any and all BONDS, UNDERTAKINGS, and RECOGNIZANCES, not exceeding in any single instance

ONE HUNDRED THOUSAND - - - - - - - - - - - - - - - -($ 100,000.00 --) Dollars,

excluding, however, any bond(s) or undertaking(s) guaranteeing the payment of notes and interest thereon

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Hamilton, Ohio, in their own proper persons.

The authority granted hereunder supersedes any previous authority heretofore granted the above named attorney(s)-in-fact.

SEAL

In WITNESS WHEREOF, the undersigned, Vice-President of the said The Ohio Casualty Insurance Company has hereunto subscribed his name and affixed the Corporate Seal of the said The Ohio Casualty Insurance Company this 19th day of September 19 69

(Signed) J. Earl Rochester
Vice-President

STATE OF OHIO, COUNTY OF BUTLER } SS.

On this 19th day of September A. D. 1969 before the subscriber, a Notary Public of the State of Ohio, in and for the County of Butler, duly commissioned and qualified, came J. Earl Rochester, Vice-President of THE OHIO CASUALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn deposeth and saith, that he is the officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal at the City of Hamilton, State of Ohio, the day and year first above written.

(Signed) Dorothy Bibee
Notary Public in and for County of Butler, State of Ohio

My Commission expires December 9, 1971

This power of attorney is granted under and by authority of Article VI, Section 7 of the By-Laws of the Company, adopted by its directors on April 2, 1954, extracts from which read:

"ARTICLE VI"

"Section 7. Appointment of Attorney-in-Fact, etc. The chairman of the board, the president, any vice-president, the secretary or any assistant secretary shall be and is hereby vested with full power and authority to appoint attorneys-in-fact for the purpose of signing the name of the Company as surety to, and to execute, attach the corporate seal, acknowledge and deliver any and all bonds, recognizances, stipulations, undertakings or other instruments of suretyship and policies of insurance to be given in favor of any individual, firm, corporation, or the official representative thereof, or to any county or state, or any official board or boards of county or state, or the United States of America, or to any other political subdivision."

This instrument is signed and sealed by facsimile as authorized by the following Resolution adopted by the directors of the Company on May 27, 1970:

"RESOLVED that the signature of any officer of the Company authorized by Article VI Section 7 of the by-laws to appoint attorneys in fact, the signature of the Secretary or any Assistant Secretary certifying to the correctness of any copy of a power of attorney and the seal of the Company may be affixed by facsimile to any power of attorney or copy thereof issued on behalf of the Company. Such signatures and seal are hereby adopted by the Company as original signatures and seal, to be valid and binding upon the Company with the same force and effect as though manually affixed."

CERTIFICATE

I, the undersigned Assistant Secretary of The Ohio Casualty Insurance Company, do hereby certify that the foregoing power of attorney, Article VI Section 7 of the by-laws of the Company and the above Resolution of its Board of Directors are true and correct copies and are in full force and effect on this date.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Company this 5th day of April A. D., 1976.

SEAL

John H. Kahn Jr.
Assistant Secretary

S 4100-C

TITLE OF ORDINANCE SPECIAL ORDINANCE - Civil City Purchase Orders on Materials for Street Department

DEPARTMENT REQUESTING ORDINANCE BOARD OF PUBLIC WORKS

S-76-04-58

SYNOPSIS OF ORDINANCE Covers purchase orders for proposed one-year purchase of Chip & Seal Asphalt and Emulsion materials to be used by the Street Department. Invitational Bids were taken in the Purchasing Department and awards made as follows:

P.O. B3-33184 - Bitucote Products 200,000 gal.(more or less) CRS-2 Chip & Seal Asphalt Emulsion (Cationic)------$69,500.00

P.O. B3-33185 - Bitucote Products 100,000 gal.(more or less) CSS-1 Asphalt Emulsion (Cationic)---------- 34,750.00

P.O. B3-33186 - Bituminous Materials Co. AE-150 Asphalt Emulsion --------- 72,700.00

P.O. B3-33187 - Pierceton Equipment Co. AP-3 85-100 Asphalt Cement ------ 29,912.00

COPIES OF TABULATION, RECOMMENDATION AND ALL BIDS ATTACHED)

EFFECT OF PASSAGE Materials inventory for Street Department

EFFECT OF NON-PASSAGE Failure to provide materials for street repairs

MONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS) Direct cost to Street Department as used.

ASSIGNED TO COMMITTEE Public Wks